

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Merle Henry  
Site 5 Box 32 RR #1  
Carvel, Alberta  
T0E 0H0

2010-2477173-24.01

Trey Grayson, Secretary of State  
File Date 9/15/2010 4:30:00 PM  
Status Active  
Fee \$20.00  
Filer mmullins

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME

Starwood Hotels and Resorts Worldwide, Inc.

OR

1b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

1c. MAILING ADDRESS

1111 Westchester Avenue

CITY

White Plains

STATE

NY

POSTAL CODE

10604

COUNTRY

[U.S.]

1d. TAX ID #: SSN OR EIN

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

1e. TYPE OF ORGANIZATION  
Hotel Resorts

1f. JURISDICTION OF ORGANIZATION  
Worldwide

1g. ORGANIZATIONAL ID #, if any  
HOT:US

☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

Westin Edmonton

OR

2b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

2c. MAILING ADDRESS

10135-100 Street

CITY

Edmonton

STATE

AB

POSTAL CODE

T5J 0N7

COUNTRY

[Canada]

2d. TAX ID #: SSN OR EIN

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

2e. TYPE OF ORGANIZATION  
Hotel

2f. JURISDICTION OF ORGANIZATION  
Alberta

2g. ORGANIZATIONAL ID #, if any  
HOT:NEW YORK

☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME

OR

3b. INDIVIDUAL'S LAST NAME

Henry

FIRST NAME

Merle

MIDDLE NAME

Bernice

SUFFIX

3c. MAILING ADDRESS

site 5 Box 32 RR # 1

CITY

Carvel

STATE

AB

POSTAL CODE

T0E 0H0

COUNTRY

[Canada]

4. This FINANCING STATEMENT covers the following collateral:

Action No. 1003-01152, Affidavit of Service: January 29 2010; Canada Post Registered Mail Customer Receipt 79 453 516 980; Praecepto To Note in Default on March 1 2010 against Starwood Hotels et. Al, Canada Post Registered Mail no.: 79 453 510 179; Alberta person Property Registry Verification Statement Registration Number: 09030228655 of March 2 2009; Canada Post Registered Mail no. 79 166 533 158 of March 3 2008 to Helen Lovell of Westin, Edmonton. In accord with Alberta Rules of Court 142 (1) (a) (b), 148(1), Title 42 USC sec 1986, UCC 3-401, UCC 3-501, UCC 3-305, UCC 9-607, UCC9-609 and the Hague Statute on Private International Law, The Secured Parties Accept for Value and TAKE for Value( UCC3-401) the Note in Default against the Debtors, who agree to pay \$8 Million Dollars and \$2 Million Dollars, UCC 2-201(2). This lien is not dischargeable in Bankruptcy court, no third-party intervenors allowed, no amendments shall be made to this Financing Statement without the Wet-Ink signature of one or Both of the Secured parties. The Debtors agree to pay Immediately the secured party's full Debt amount owed and this lien shall not be removed until the amount owed with interest is paid in full to the Secured Parties. All Debtors, wherever Debtors may be located. UCC 1-308 All Rights Reserved by the Secured Parties. w/p.o. Merle Henry

Merle B. Henry

UCC 1-308  
All Rights Reserved

Nanya-S  
QOTM

5. ALTERNATIVE DESIGNATION (if applicable) ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOB ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ The FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) ☐ 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional) ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

[http://www.starwoodhotels.com/corporate/contact\\_us.html](http://www.starwoodhotels.com/corporate/contact_us.html) - Debtors have Knowledge of their Commercial Default.

FILING OFFICE COPY - NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

FORM SHOULD BE TYPEWRITTEN OR COMPUTER GENERATED

# UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

## 9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME <b>Starwood Hotels and Resorts Worldwide, Inc.</b>		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME
		MIDDLE NAME, SUFFIX

## 10. MISCELLANEOUS:

PRIMA FACIE EVIDENCE UCC 1-202 of Obstruction of Commerce, Obstruction of Justice, Conspiracy, and Collusion by Edmonton Law Court Justice Shelley September 1 2010 and Alberta Court of Queen's Bench Clerks ( August 31 2010) by refusing to sign Order against Starwood Hotels, et. Al, in accord with ARC 142(1) (a),(b). Court Transcripts of September 1 2010 attached as evidence of Lack of Authority, lack of Jurisdiction, Violation of Oath of Office, Practicing Law from the Bench by Justice Shelley. UCC 3-305, UCC 2-201(2).

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

## 11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME			
OR	11b. INDIVIDUAL'S LAST NAME <b>Lovell</b>	FIRST NAME <b>Helen</b>	MIDDLE NAME <b></b>
			SUFFIX <b></b>
11c. MAILING ADDRESS <b>10135-100 Street</b>		CITY <b>Edmonton</b>	STATE <b>AB</b>
		POSTAL CODE <b>T5J 0N7</b>	COUNTRY <b>[Canada]</b>
11d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION
			11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE

## 12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME			
OR	12b. INDIVIDUAL'S LAST NAME <b>:EI</b>	FIRST NAME <b>:Nanya</b>	MIDDLE NAME <b>:Shaabu</b>
			SUFFIX <b>:EI</b>
12c. MAILING ADDRESS <b>53 34 00 N. Lat., 113 31 00 W. Long [GD STN MAIN]</b>		CITY <b>Papastchese</b>	STATE <b>treasy 6</b>
		POSTAL CODE <b>[T5J 2G8]</b>	COUNTRY <b>Atlan</b>

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing.

14. Description of real estate:

<http://sites.google.com/site/manulifecontract>

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

## 16. Additional collateral description:

All Lands, Trusts, Hidden Trusts, Property, Assets, Stocks, Bonds, Insurance Policies of All Debtors and associated business partners. UCC 9-607, UCC 9-609. Secured parties Accept for Value and Take for Value ALL of Debtors Interests, Rights, Titles in ALL Property until this Debt owed to the Secured Parties is satisfied by ALL Debtors, WHEREVER Debtors may be Located. UCC 1-308 All Rights Reserved by the Secured Parties.

*:Nanya-S*  
*September*  *2010*

17. Check only if applicable and check only one box.

Debtor is a ☒ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years

☐ Filed in connection with a Public-Finance Transaction — effective 30 years

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11a. ORGANIZATION'S NAME				
OR	11b. INDIVIDUAL'S LAST NAME <b>Pasieka</b>	FIRST NAME <b>Cheryl</b>	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS <b>10135-100 Street</b>		CITY <b>Edmonton</b>	STATE <b>AB</b>	POSTAL CODE <b>T5J 0N7</b>
11d. TAX ID #: SSN OR EIN		11e. TYPE OF ORGANIZATION		11f. JURISDICTION OF ORGANIZATION
ADD'L INFO RE ORGANIZATION DEBTOR		11g. ORGANIZATIONAL ID #, if any		<input type="checkbox"/> NONE

## 12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME				
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

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*Nanya*  
*September*  


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Debtor is a ☒ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

## 18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY  
☐ Filed in connection with a Manufactured-Home Transaction — effective 30 years  
☐ Filed in connection with a Public-Finance Transaction — effective 30 years

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9a. ORGANIZATION'S NAME <b>Starwood Hotels and Resorts Worldwide, Inc.</b>		
OR		
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

### 10. MISCELLANEOUS:

Prima Facie Evidence UCC 1-202 of Obstruction of Commerce, Obstruction of Justice, Conspiracy, Collusion by Alberta Court of Queens Bench Justice Shelley, by her practicing law from the Bench, not wearing her black gown and Red Scarf as required by Alberta Court Rules - Notes to the Profession, lack of authority, violation of her Oath of Office, lack of jurisdiction, and her admission, by her silence in the court when questioned and challenged, while on the bench of her violations UCC 3-3-5, UCC 2-201(2).

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11a. ORGANIZATION'S NAME			
OR			
11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
<b>Shelley</b>	<b>Justice</b>		
11c. MAILING ADDRESS <b>1A Sir Winston Churchill Square, Room 316</b>		CITY <b>Edmonton</b>	STATE   POSTAL CODE   COUNTRY <b>AB   T5J 0R2   [ Canada ]</b>
11d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION
			11g. ORGANIZATIONAL ID #, if any
			<input type="checkbox"/> NONE

### 12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME			
OR			
12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE   POSTAL CODE   COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☒ fixture filing.

### 14. Description of real estate.

All the Land in which the Edmonton Law Courts sits upon. See Treaty 6, 1812 treaty of Ghent and the United Nations Declaration on the Rights of Indigenous Peoples.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

### 16. Additional collateral description:

All Assets, Land, Property, Insurance of Justice Shelley. Debtor agrees to pay each Secured Party \$ 1.5 Million with Interest for the following commercial violations: Obstruction of Justice, Conspiracy, Collusion by Alberta Court of Queens Bench Justice Shelley, by her practicing law from the Bench, not wearing her black gown and Red Scarf as required by Alberta Court Rules - Notes to the Profession, lack of authority, violation of her Oath of Office, lack of jurisdiction, and her admission, by her silence in the court when questioned and challenged, while on the bench of her violations UCC 3-305, UCC 2-201(2), Hague Statute on Private International Law, UNILOS.

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☐ Filed in connection with a Public-Finance Transaction — effective 30 years

# *Signatories of the Hague Conference on Private International Law*

<b>Argentina</b>	<b>Republic of Macedonia</b>	<b>Norway</b>
<b>Australia</b>	<b>France</b>	<b>Poland</b>
<b>Austria</b>	<b>Germany</b>	<b>Portugal</b>
<b>Belgium</b>	<b>Greece</b>	<b>Romania</b>
<b>Bulgaria</b>	<b>Hungary</b>	<b>Slovakia</b>
<b>Canada</b>	<b>Ireland</b>	<b>Slovenia</b>
<b>Chile</b>	<b>Israel</b>	<b>Spain</b>
<b>China</b>	<b>Italy</b>	<b>Suriname</b>
<b>Croatia</b>	<b>Japan</b>	<b>Sweden</b>
<b>Cyprus</b>	<b>Republic of Korea</b>	<b>Switzerland</b>
<b>Czech Republic</b>	<b>Latvia</b>	<b>Turkey</b>
<b>Denmark</b>	<b>Luxembourg</b>	<b>United Kingdom of Great Britain &amp; Northern Ireland</b>
<b>Egypt</b>	<b>Malta</b>	<b>United States of America</b>
<b>Estonia</b>	<b>Mexico</b>	<b>Uruguay</b>
<b>Finland</b>	<b>Monaco</b>	<b>Venezuela</b>
<b>Former Yugoslav</b>	<b>Morocco</b>	
	<b>Netherlands</b>	

Find the Hague Convention at [www.hcch.net/index.html](http://www.hcch.net/index.html)

ACCEPTED FOR VALUE &  
CONSIDERATION & HONOR  
UCC 3-501; HJR-192  
TITLE 31 USC § 5118  
EXEMPT FROM LEVY





THE COURT OF QUEEN'S BENCH OF ALBERTA  
**CONSOLIDATED NOTICES TO THE PROFESSION**  
*(REVISED AS AT JUNE 1, 2010)*

# 1. PROCEDURE FOR BOOKING A JUDICIAL DISPUTE RESOLUTION IN EDMONTON AND CALGARY (now moved to "CIVIL")

## 1. GOWNING

When does the Court (and counsel) gown? The answer may vary with the Judicial Centre (e.g. Calgary v. Edmonton), but the following are the general rules as to when gowning is necessary (when in doubt, ask the Trial Co-ordinator(s)):

- Anytime *viva voce* evidence is to be heard
  - trials, special chambers (only if *viva voce* evidence)
  - Reciprocal Enforcement of Maintenance Orders Act (provisional and confirmation)<sup>13</sup>
- But not
  - pretrial conferences or mini trials [judicial dispute resolution]
  - divorces - Calgary = No, but Edmonton = discretion of Judge<sup>14</sup>
  - C.U.P. [Parentage and Maintenance] (Docket)
- All criminal trials, and most criminal proceedings, including
  - guilty pleas
  - arraignments
  - jury selection
- But not
  - for bail, bail forfeitures, pretrial conferences (perhaps unless an accused is unrepresented and the conference is on the record), remands only & adjournments
-  All civil trials (including uncontested divorces, summary trials, estate trials and assessments)
- All appeals (except Masters)<sup>15</sup>
  - summary convictions'
  - small debt
  - surface rights
- Parentage (C.U.P.'s) & Maintenance Recovery & Dependent Adult
  - for *viva voce* hearings only, not docket - if both together the judge should be gowned for all and counsel for those where there is *viva voce* evidence
-  - For Judgment (Except where no gowning for the hearing) - see *Wong v. Vancouver Art Gallery* [1986] B.C.J. No. 2694 (S.C. - Gibbs, J.)
- Ceremonial Hearings
  - Adoptions (Calgary = in the discretion of the Judge - remember it is an important ceremony to those involved) (Edmonton = gowning)
  - Bar Admissions (for students-at-law, although transfer and second bar admissions are at the discretion of the Judge)
  - Swearing-in Ceremonies

<sup>13</sup> Now add Summary Trials, even without *viva voce* evidence.

<sup>14</sup> Generally all oral hearings for divorce require gowning.

<sup>15</sup> The list that follows is not exhaustive - obviously included should be appeals from Provincial Court, Family Division.

# OFFICIAL TRANSCRIPT

Action No.: 1003 01152

E-File No.: EVQ10HENRYMERL2

Appeal No.: \_\_\_\_\_

## IN THE COURT OF QUEEN'S BENCH OF ALBERTA JUDICIAL DISTRICT OF EDMONTON

BETWEEN:

MERLE BERRINICE HENRY,  
NANYA-SHAABU: EL, ADMINISTRATOR FOR THE ESTATE OF  
JENSEY SELWYN HENRY

Plaintiff

and

STARWOOD HOTELS  
THE WESTIN EDMONTON  
HELEN LOVELL, HUMAN RESOURCES MANAGER  
CHERYL PASIEKA,  
THE WESTIN EDMONTON

Defendant

---

### PROCEEDING

---

Edmonton, Alberta  
September 1, 2010

Transcript Management Services, Edmonton  
1000, 10123 99th Street  
Edmonton, Alberta T5J-3H1  
Phone: (780) 427-6181 Fax: (780) 422-2826



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1 Proceedings taken in the Court of Queen's Bench of Alberta, Law Courts, Edmonton, Alberta

2

3 September 1, 2010

Morning session

4

5 The Honourable

Court of Queen's Bench

6 Madam Justice Shelley

of Alberta

7

8 T.L. Hamelin

For the Applicant

9 (No Counsel)

For the Respondents

10 M. Spink

Court Clerk

11

12

13 **Discussion**

14

15 THE COURT:

Matter number 8, Henry v. Starwood Hotels.

16

17 MS. HAMELIN:

Good morning, My Lady. Tara Hamelin from

18 Bishop and McKenzie. I appear for the defendants this morning. This is our application.

19 This is Mr. Shaun (phonetic) Henry, and I understand --

20

21 MR. EL:

Objection. My name is Mr. El.

22

23 MS. HAMELIN:

I understand that Mr. Henry is actually his legal

24 name, My Lady.

25

26 MR. EL:

Objection. That's not my legal name. My legal

27 name has already been confirmed by the International Criminal Court; the Court of Stony

28 Plain, Alberta; as well as Jeffrey Champion, who sent me a registered mail February 6th,

29 2008, which I had to sign in order to receive it from Canada Post as a third party witness.

30

31 MS. HAMELIN:

In any event, I understand that this lady may be

32 Bernice Henry as well. Are you --

33

34 MS. HENRY:

Merle.

35

36 MS. HAMELIN:

-- Bernice Henry?

37

38 MS. HENRY:

Merle Berrinice.

39

40 MS. HAMELIN:

Berrinice Henry.

41

1 MS. HENRY: Merle Berrinice.  
2  
3 MS. HAMELIN: They are the two plaintiffs in this -- in this  
4 matter.  
5  
6 THE COURT: Two plaintiffs. All right. Now, sir, what is --  
7 now, you are happy to be called Ms. Henry, are you?  
8  
9 MS. HENRY: Yeah.  
10  
11 THE COURT: Ms. Henry? Okay.  
12  
13 MS. HENRY: Yeah.  
14  
15 THE COURT: You wish to be addressed as what, sir?  
16  
17 MR. EL: Mr. :Nanya-Shaabu:El, and that's spelled full  
18 colon N-A-N-Y-A hyphen --  
19  
20 THE COURT: N-A-N --  
21  
22 MR. EL: -- Y-A --  
23  
24 THE COURT: -- Y-A.  
25  
26 MR. EL: -- hyphen S-H-A-A-B-U full colon E-L, and my  
27 identity has also been confirmed, as I stated previously, by Mr. Jeffrey Champion, by  
28 registered mail he sent me February 6 of 2008.  
29  
30 THE COURT: All right. I will attempt to call you by the  
31 correct name. I am really bad with names, so I apologize if I mispronounce it.  
32  
33 MR. EL: Or you could say Mr. El if that's --  
34  
35 THE COURT: Mr. El?  
36  
37 MR. EL: Yes. That will be easier.  
38  
39 THE COURT: That would be easier for me --  
40  
41 MR. EL: Yes.

1  
2 THE COURT: -- and probably less embarrassing as well  
3 because I am sure I will stumble.  
4

5 So, Mr. El and Ms. Henry, --  
6

7 MS. HENRY: M-hm.  
8

9 THE COURT: -- this is an application by the other party, so I  
10 will ask you to sit down, --  
11

12 MS. HENRY: Okay.  
13

14 THE COURT: -- and we will hear from them first. It is their  
15 application.  
16

17 If you could proceed with your application.  
18

19 **Submissions by Ms. Hamelin**  
20

21 MS. HAMELIN: Thank you, My Lady. This is our application  
22 this morning seeking a direction that this matter be set down and be heard in special  
23 chambers. We are bringing an application on behalf of the defendants to set aside the  
24 plaintiff's praecipe to note in default and to strike the statement of claim pursuant to rules  
25 129 and 159. The problem arises due to the fact that Mr. El or Mr. Henry --  
26

27 MR. EL: Objection.  
28

29 MS. HAMELIN: -- has advised the trial coordinator, Mr. Rosin,  
30 that he is not prepared to agree to any dates for a special chambers application. As such,  
31 we are forced to bring this application to have the matter set down. We have obtained a  
32 date of October 6 from the trial coordinator, which he indicates that he is holding for us  
33 pending this application, and we would like a direction that the matter be set down for  
34 that day to be heard in special chambers and dispensing with the requirement of consent  
35 of the plaintiffs to that date.  
36

37 THE COURT: Now, before you go any further, will you give  
38 me a little bit of background about how your client came to be noted in default?  
39

40 MS. HAMELIN: Our client came to be noted in default simply  
41 because I believe it was an error on the part of the clerks when they accepted Mr. Henry's

1 praecipe to note in default.

2

3 MR. EL: Objection.

4

5 MS. HAMELIN: He did not obtain personal service on the two  
6 individual defendants, and the two remaining defendants are actually nonexistent entities.

7

8 THE COURT: All right. So that is what you want to argue --

9

10 MS. HAMELIN: Exactly.

11

12 THE COURT: -- in the special chambers, is the circumstances  
13 surrounding the noting in default?

14

15 MS. HAMELIN: That's correct.

16

17 THE COURT: And they are clearly disputed?

18

19 MS. HAMELIN: Clearly, yes.

20

21 THE COURT: All right. And I take it then that the reason you  
22 are seeking a special chambers date is you do not believe the matter can reasonably be  
23 dealt with in 20 minutes today?

24

25 MS. HAMELIN: No, I do not believe it could be. I --

26

27 THE COURT: And why is that?

28

29 MS. HAMELIN: Previous communications and previous  
30 experience with Mr. El lead us to believe that this will take much longer than 20 minutes  
31 to resolve in a morning -- in a morning chambers, and I believe it would be beneficial for  
32 everyone to at least have the opportunity for Mr. El to be able to give his submissions in  
33 special chambers.

34

35 **Discussion**

36

37 THE COURT: All right. Thank you.

38

39 Mr. El, you have heard the reason why a special chambers date is being sought.

40

41 MR. EL: Yes, My Honour, yes.

1  
2 THE COURT: Because morning chambers is supposed to take  
3 20 minutes at most, and you heard the last one --  
4  
5 MR. EL: Yeah.  
6  
7 THE COURT: -- I am satisfied would take --  
8  
9 MR. EL: Yes.  
10  
11 THE COURT: -- more than 20 minutes.  
12  
13 MR. EL: Yes.  
14  
15 THE COURT: You are objecting to the request for a special  
16 chambers date?  
17  
18 MR. EL: Yes. It is quite apparent according to court  
19 rules you have 15 days to respond. There was no service given to Mr. Champion, who  
20 is -- who was the counsel that I was dealing with regarding this matter, until 30 days.  
21  
22 THE COURT: Mr. --  
23  
24 MR. EL: Then --  
25  
26 THE COURT: Mr. El, that is the problem; you want to get  
27 into the hearing, and I have to decide first of all whether we are going to do that, so --  
28  
29 MR. EL: Well, I'm here for -- I just wanted -- I -- I'm --  
30 I have three orders here, and --  
31  
32 THE COURT: Okay.  
33  
34 MR. EL: -- Alberta Court rules state --  
35  
36 THE COURT: Okay.  
37  
38 MR. EL: -- specifically --  
39  
40 THE COURT: Mr. El -- Mr. El, they have the ability to seek  
41 to open up an order that has been granted by the Court. That is what they are seeking to

1 do, and you are going to oppose that. My question to you is --

2

3 MR. EL: Yes.

4

5 THE COURT: -- can this be dealt with in 20 minutes today,  
6 because if not, --

7

8 MR. EL: Sure it can.

9

10 THE COURT: -- then I am going to have to cut you off.

11

12 MR. EL: Most certainly it can.

13

14 THE COURT: All right. Then we will --

15

16 MR. EL: Most certainly it can.

17

18 THE COURT: We will proceed. You will have ten minutes,  
19 and you will have ten minutes.

20

21 MR. EL: Yes.

22

23 THE COURT: And if you are not finished, --

24

25 MR. EL: Yes.

26

27 THE COURT: -- then it will be set over for a special chambers  
28 date. All right?

29

30 MR. EL: Well --

31

32 MS. HAMELIN: My Lady, if I may --

33

34 MR. EL: I'll accept that conditionally. I will  
35 conditionally accept that.

36

37 THE COURT: Mr. El, it is not really up to you. We decide our  
38 own procedures, and the procedures of the court --

39

40 MR. EL: Well, this is what the court --

41

1 THE COURT: -- is that we have --  
2  
3 MR. EL: This is what the court rule --  
4  
5 THE COURT: -- morning chambers for short matters.  
6  
7 MR. EL: But the court rules specifically state. Further in  
8 our own aff --  
9  
10 THE COURT: Mr. El --  
11  
12 MR. EL: Ma'am, in her --  
13  
14 THE COURT: Mr. El --  
15  
16 MR. EL: In her affidavit --  
17  
18 THE COURT: Mr. El, we are not going to get into the merits  
19 just yet.  
20  
21 MR. EL: Okay.  
22  
23 THE COURT: So my ruling is you have got 20 minutes.  
24  
25 MR. EL: Okay.  
26  
27 **Submissions by Ms. Hamelin**  
28  
29 MS. HAMELIN: My Lady, if I may, we are -- the relief that  
30 we're seeking is not just to set aside the praecipe to note in default. It's also -- we're  
31 seeking an application to strike the statement of claim pursuant to rules 129 and 159. I  
32 don't believe that we'd have --  
33  
34 THE COURT: That cannot be dealt with in morning chambers,  
35 no.  
36  
37 MS. HAMELIN: That cannot be dealt with in morning chambers.  
38 I don't believe that we can accomplish that in 20 minutes.  
39  
40 THE COURT: That is correct.  
41



1 So, Mr. El, the most that can be dealt with in a morning chamber's application would be  
2 possibly the application to set aside the noting in default.

3

4 **Submissions by Mr. El**

5

6 MR. EL: Oh, I -- most certainly. I can accept that for  
7 value; however, I -- I want to bring to the Court's knowledge that I've only gotten  
8 communication from counsel in the last week. So Mr. Champion was the one that I have  
9 been dealing with prior until her motion, and I spoke with Brent Rosin at the special trial  
10 coordinators, and when the -- when the original date, which was addressed to  
11 Mr. Champion, which I have here -- that was -- court date was set for October 6th. Now,  
12 Mr. Rosin, who I spoke with as recently as yesterday, specifically told me the Court date  
13 was set when he was on vacation, and he said he's the one that sets the court dates, and  
14 the only way that he sets them is to make sure that all parties have been communicated  
15 (sic) and they're in full agreement. So I sent a registered mail, which incidentally I have  
16 the registered mail here with Canada Post as a third party witness, which was sent to  
17 Mr. Rosin, and this was actually received -- and I have the printout here online from  
18 Canada Post, which was on the 26th, which was a day before counsel filed this. So  
19 according to court rules, after 15 days, if they do not respond, they lose the lawsuit. They  
20 were noted in default. I sent a copy of the notice of in default directly to Jeffrey  
21 Champion by registered mail. He stayed silent. This is six months. I went to go file an  
22 order yesterday, and they kept the special chambers on the computer, which they can't do,  
23 so I talked with Mr. Rosin again on the 6th floor, and he said, Well, that's an error, it's  
24 not supposed to be in the computer system, so I have a order here for judgment against  
25 the defendants.

26

27 THE COURT: That is not before me today, sir. What is before  
28 me today is an application to set aside the praecipe to note in default, which we could  
29 probably deal with today, and also to strike the statement of claim, which cannot  
30 reasonably be dealt with in morning chambers. As you can see, we have almost now used  
31 up ten minutes of the time.

32

33 MR. EL: Well, I can accept that for --

34

35 THE COURT: And we have not even --

36

37 MR. EL: I --

38

39 THE COURT: -- gotten into it yet.

40

41 MR. EL: I can accept that. So I'd like to know, these

1 proceedings right now, is this a hearing, or are you going to be making a judgment? Are  
2 you going to be signing any orders today?

3  
4 THE COURT: Depends on whether we are proceeding. Now,  
5 as I said, part of this application cannot reasonably be dealt with in 20 minutes. To set  
6 aside a statement of claim will take longer than that and will require the filing of briefs.  
7 That is what the special chambers date would be for. We could proceed with the setting  
8 aside of the noting in default today, or you could have both of them dealt with together  
9 on October 6th.

10  
11 MR. EL: Well, I -- well, I -- okay. What I'm going to  
12 say then at this point is are you a Provincial Court judge?

13  
14 THE COURT: No, I am not a Provincial Court judge, sir.

15  
16 MR. EL: Okay. So what --

17  
18 THE COURT: I am a Queen's Bench judge.

19  
20 MR. EL: You're a Queen's Bench. Okay. So why it is  
21 you do not have your robe and your scarf on as required by the Alberta Court rules?

22  
23 THE COURT: Mr. El, I am not going to explain all this to you  
24 if you are going to start challenging my attire.

25  
26 MR. EL: I'm not -- I'm saying this is the Court rules.  
27 I've been here for the law courts.

28  
29 THE COURT: Clearly, you have --

30  
31 MR. EL: I know --

32  
33 THE COURT: Clearly, you --

34  
35 MR. EL: I've spoken with --

36  
37 THE COURT: -- misunderstood the rules then if you think that  
38 I need --

39  
40 MR. EL: No, I have not misunderstood the rules.

1 THE COURT: -- to be in my gown, sir.  
2  
3 MR. EL: I have not misunderstood the rules at all. You  
4 guys have them published on the Internet. I have the Court of Appeal process book. I  
5 have the notes to the Practice Notes. I have everything, so I'm very well aware of what's  
6 required. So if we're going to proceed and you're going to sign off on an order, then that  
7 would be illegal, so I am going to object to that. It would be in the interest of my clients  
8 to object to that.  
9  
10 THE COURT: So you are objecting to my jurisdiction here  
11 today?  
12  
13 MR. EL: I'm objecting to the --  
14  
15 THE COURT: Because I am not robed?  
16  
17 MR. EL: Pardon?  
18  
19 THE COURT: Because I am not robed?  
20  
21 MR. EL: I'm not the one that makes the rules. This is  
22 what the court clerk -- this is what the notes, practice to the profession say. If you're  
23 going to sign an order today, you have to be properly robed in order to do so.  
24  
25 THE COURT: Well, actually, I do not know where you got  
26 that impression, sir, but we do not wear robes in morning chambers. So we have now  
27 taken up most of the time that we would be available to hearing the application to set  
28 aside the noting in default. I am prepared to deal with that matter if you do not want  
29 to -- if you wish to deal with that matter, but you will be given --  
30  
31 MR. EL: Oh, I'll proceed with --  
32  
33 THE COURT: You are now --  
34  
35 MR. EL: I will proceed --  
36  
37 THE COURT: -- down to five minutes --  
38  
39 MR. EL: -- with full --  
40  
41 THE COURT: -- to deal with it.

1  
 2 MR. EL: I will proceed with full objection, and I'm  
 3 letting this -- I'm letting the Court know that this proceeding, I'm proceeding, but it will  
 4 be under objection because the -- the defence have already -- they're in default. It's past  
 5 15 days according to court rules. So why would they need -- they could not respond in  
 6 15 days. I contacted Jeffrey Champion, who's counsel. He couldn't respond after he was  
 7 served the -- the statement of claim. He didn't respond to the note in default, and now  
 8 we're six months, and they want to file a motion to strike. How are they going to file a  
 9 motion to strike if they haven't even responded to anything in the statement of claim?  
 10 That -- they've -- their time is expired. So I have an order here that according to the  
 11 court rules it says specifically here --

12  
 13 THE COURT: Mr. El, I am not dealing with an application --

14  
 15 MR. EL: -- if the defendant has failed to file --

16  
 17 THE COURT: -- for default judgment. It is --

18  
 19 MR. EL: -- if this defendant --

20  
 21 THE COURT: -- not before me.

22  
 23 MR. EL: -- has failed to file a statement of claim or  
 24 defence or demand of notice, the plaintiff may, on proof by affidavit -- which I have  
 25 filed -- that the statement of claim has been served -- this is rule 142(1) -- having regard  
 26 to the nature of the claim (a) enter final judgment against the defendant -- which I'm  
 27 doing -- or (b) on praecipe, require the clerk to enter the procedure in the procedure book,  
 28 a note to the effect that the defendant is in default. They haven't filed anything in their  
 29 defence, so they have no defence, so I'm here with my orders, and I'd like my order  
 30 signed.

31  
 32 THE COURT: That matter is not before me today.

33  
 34 MR. EL: I accept that for value and consideration, and I  
 35 return that to the Court. The Court does now have knowledge under rule 142 an order  
 36 must be -- a order must be signed.

37  
 38 **Ruling (Set to Special Chambers)**

39  
 40 THE COURT: All right. Mr. El, we are going to set this all  
 41 over to October 6th since we have taken up --

1  
2 MR. EL: Objection.  
3  
4 THE COURT: -- taken up most of the --  
5  
6 MR. EL: I object.  
7  
8 THE COURT: -- morning just arguing about --  
9  
10 MR. EL: I object.  
11  
12 THE COURT: -- whether I need to be in my robes or not.  
13  
14 MR. EL: I object. I'm not saying --  
15  
16 THE COURT: You can object all you want, sir, --  
17  
18 MR. EL: I'm not the one that makes the rules.  
19  
20 THE COURT: -- and you can appeal --  
21  
22 MR. EL: This is the Alberta Court rules.  
23  
24 THE COURT: You can appeal my order to adjourn the matter  
25 to a special chambers on October 6th.  
26  
27 MR. EL: Thank you very much, My Honour.  
28  
29 THE COURT: You are very welcome.  
30  
31 MR. EL: Thank you.  
32  
33 **Discussion (Address for Service)**  
34  
35 MS. HAMELIN: My Lady, if I may just address one more brief  
36 matter, in trying to serve the documents for this motion, it became apparent that the  
37 address for service provided by the plaintiffs is quite problematic in terms of serving  
38 documents --  
39  
40 MR. EL: Objection. I have your -- I have your registered  
41 mail here, so there's --

1  
2 MS. HAMELIN: Yes.  
3  
4 MR. EL: -- no problem with the address.  
5  
6 MS. HAMELIN: The only address for service we have for the  
7 plaintiffs is general delivery to the main post office, which makes it difficult for us to  
8 serve documents in a timely fashion, because we obviously have sent something by  
9 registered mail and we have no idea when or if the plaintiffs are going to pick it up and  
10 sign for it, so we would like a physical address to be able to deliver documents by  
11 process server or courier.  
12  
13 THE COURT: Do you have any address that you wish to give?  
14  
15 MR. EL: Yes. General Delivery. Station 'A' in  
16 Edmonton, Alberta.  
17  
18 THE COURT: Okay.  
19  
20 MR. EL: T5J 2GA.  
21  
22 THE COURT: You will just have to rely on *The Interpretation*  
23 *Act* for deeming service in.  
24  
25 MR. EL: This is a registered mail --  
26  
27 MS. HAMELIN: Thank you, My Lady.  
28  
29 THE COURT: -- accordance with the *Act*.  
30  
31 MR. EL: -- I -- I've put for the -- for -- for knowledge  
32 for the Court, this is the registered mail that you sent me, which I had to sign and receive.  
33  
34 MS. HAMELIN: Thank you, My Lady.  
35  
36 THE COURT: You are welcome.

**1 Certificate of Record**

2  
3 I, Maria Spink, certify this recording is the record made of the evidence in the  
4 proceedings in the Court of Queen's Bench, held in courtroom 316, at Edmonton, Alberta,  
5 on the 1st day of September, 2010, and that I, Maria Spink, was the court official in  
6 charge of the sound-recording machine during the proceedings.  
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**1 Certificate of Transcript**

2

3 I, Sandy Voga, certify that

4

5 (a) I transcribed the record, which was recorded by a sound-recording machine, to the best  
6 of my skill and ability and the foregoing pages are a true and faithful transcript of the  
7 contents of the record, and

8

9 (b) the Certificate of Record for these proceedings was included orally on the record and  
10 is transcribed in this transcript.

11

12

13

Digitally Certified: 2010-09-06 19:10:23

14

Sandy Voga, Transcriber

15

Order No. 19099-10-1

16

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40 Digital Fingerprint: e21210cc5e3986d7f23bc2c3a7f569161749cbdad4b4c39d5ce872dea9427d13

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Detailed Transcript Statistics	
Order No. 19099-10-1	
Page Statistics	
Title Pages:	1
ToC Pages:	1
Transcript Pages:	15
Total Pages:	17
Line Statistics	
Title Page Lines:	52
ToC Lines:	10
Transcript Lines:	614
Total Lines:	676
Visible Character Count Statistics	
Title Page Characters:	640
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Transcript Characters:	15345
Total Billable Characters:	16200
Multi-Take Adjustment: (-) Duplicated Title Page Characters	15560

Alberta Rules of Civil Procedure

Part 20

Admissions

Notice to admit

230(1) A party may by notice in writing call on any other party to admit, for the purposes of the cause, matter or issue only, any fact mentioned in the notice, including any fact in respect of a document.  
(1.1) Each of the matters for which an admission is requested is deemed to be admitted unless, within 30 days after service of the notice the other party serves on the party requesting the admission, a statement  
(a) denying specifically the matter for which an admission is requested,  
(b) setting out in detail the reasons why the other party cannot admit those matters,

or

(c) setting out objections on the ground that some or all of the requested admissions are privileged, or irrelevant, or that the request is otherwise improper in whole or in part.

(2) Rule 548 does not apply to subrule (1.1) so as to permit the Court to abridge the 30-day period.

(2.1) Repealed AR 172/99 s11.

(3) A denial by a party shall fairly meet the substance of the requested admission and when he denies only a part of a matter of which an admission is requested he shall specify so much of it as is admitted and deny only the remainder.

(4) Where a party refuses to make a requested admission and the matter of which an admission was requested is proved at the trial the cost of proving the matter shall be paid by the party who refused to make the requested admission, whatever the result of the cause, unless the court finds that the refusal was reasonable.

(5) The court may at any time allow any party to amend or withdraw any admission on such terms as may be just.

(6) Any admission pursuant to this Rule shall be deemed to be made only for the purposes of the particular cause, matter or issue, and not as an admission to be used against the party on any other occasion or in favour of any person other than the person giving the notice.

(7) The court may at any time set aside a notice as being improper or unnecessary and, if any notice comprises improper or unnecessary matters, the court may direct that all costs occasioned thereby shall be borne by the party giving the notice.

AR 390/68 s230;160/93;152/98;172/99

Written opinion

230.1(1) A party may, by notice in writing, call on any other party to admit as correct any written opinion included in or attached to the notice.

(2) The written opinion shall state the facts on which it is based.

(3) Each of the opinions for which an admission is requested is deemed to be admitted as correct unless, within 30 days after service of the notice or such further time as the Court or the party requesting the admission allows, the other party serves on the party requesting the admission a statement  
(a) denying specifically the opinion for which an admission is requested,  
(b) setting out the reasons why the other party cannot admit the opinion, or  
(c) setting out objections on the ground that some or all of the requested

admissions are irrelevant, or that the request is otherwise improper in whole or in part.

(4) Rule 548 does not apply so as to allow the Court to abridge the time mentioned in subrule (3).

(5) Rule 230(3) to (7) apply to this Rule, with necessary changes.

AR 152/98 s10

Prima facie proof

231 It is sufficient if written admissions are signed by the party or by the solicitor of the party by whom or on whose behalf they purport to be made; and the production of admissions purporting to be so signed is prima facie proof of the fact of that signature.

ACCEPTED  
CONSIDERATION  
UCC 3-501; HJR-192  
TITLE 31 USC § 5118  
EXEMPT FROM LEVY

ACCEPTED  
CONSIDERATION  
UCC 3-501; HJR-192  
TITLE 31 USC § 5118  
EXEMPT FROM LEVY

FORM 51A

Courts of Justice Act

## REQUEST TO ADMIT

YOU ARE REQUESTED TO ADMIT, for the purposes of this proceeding only, the tri facts:

1. You were served on January 21, 2009 by Servit regarding Jensey Selwyn Henry Claims with Manulife Insurance.
2. You were faxed a Certified Copy of a response to your Letter Dated January 21,
3. You have Knowledge of my communications to you, the Westin and Starwood 1 November 30, 2007.
4. You have Knowledge of a Copy of Starwood Hotels Corporate Finance Policies Chairman of the Board and Chief Executive Officer.
5. You have Knowledge of October 18, 2007 registered Mail #RW166 533 215 CA Notarized October 15, 2007 and received by Derek Terefenko – Westin Hotel Engineering Department.
6. You have Knowledge of my Letter to Cheryl Paseika dated July 17, 2008.
7. You have knowledge that Jensey Selwyn Henry/associate did not resign, retire or quit from the Westin.
8. You have Knowledge that Jensey Selwyn Henry/associate was out on sick leave from the Westin.
9. You have Knowledge that Jensey Selwyn Henry's Doctor , Ghalib Ahmed, told Mr. Henry he was not to return to work on November 5, 2007.
10. You have Knowledge that you have perjured yourself by stating you spoke with Dr. Ghalib Ahmed on November 5 2007, before Mr. Henry saw his Doctor.
11. You have Knowledge that the message you left at Mr. Henrys house on November 5 2007, was left before the Offices of Dr. Ghalib Ahmed/Cosmedics was open; therefore you never spoke with Dr. Ghalib Ahmed on the morning of November 5, 2009 and if you did, that is a violation of the Canada Privacy Act, the Canada Health Act and Starwood Hotels International Corporate Finance Policies.
12. You have Knowledge of your message you left at Mr. Henry's home on November 5, 2007 by a copy of your message being sent to you, from me , by email.
13. You have Knowledge that Jensey Selwyn Henry/associate was fired while he was out on sick leave.
14. You have Knowledge that to fire someone while they are out on sick leave is a violation of the Alberta labour Law, Starwood Hotels International Corporate Finance Policies, Canadian Charter of Rights and Freedoms and the United Nations Charter on Human Rights.
15. You have Knowledge of the Affidavit signed by Jensey Selwyn Henry/associate (deceased) and witnessed by Myself and my Sister Vicki Tailleir.

<b>R</b>	<b>Registered</b>	<b>Recommandé</b>
<b>Domestic</b>	<b>Régime intérieur</b>	
<b>To</b>	<b>Destinataire</b>	<b>Westin Hotel</b>
<b>Name</b>	<b>Nom</b>	<b>Helea Howell - HIR STAFFING</b>
<b>Address</b>	<b>Adresse</b>	<b>10135-160 street</b>
<b>City</b>	<b>Ville</b>	<b>Edmonton AB</b>
<b>Province</b>	<b>Province</b>	<b>Alberta</b>
<b>Postal Code</b>	<b>Code postal</b>	<b>T5J 0N7</b>
<b>Declared Value</b>	<b>Valeur déclarée</b>	<b>\$ 55.00</b>
<b>Value</b>	<b>Valeur</b>	<b>79 166 533 158</b>
<b>N° de l'article</b>		
<b>33-086-584 (98-10)</b>		

**CONFIRMATION FOR DELIVERY LA LIVRAISON**

**1 888 550-6333**

**WWW.CANADAPOST.CA**

**POST CANADA**



191 3 Statue of Westminster

ACCEPTED FOR VALUE &  
CONSIDERATION & HONOR  
UCC 3-501; HJR-192  
TITLE 31 USC § 5110  
EXEMPT FROM LEVY

### Affidavit and Statement of facts

In commerce truth is sovereign truth is expressed in the form of an affidavit and affidavit unrebutted becomes the truth in commerce an unrebutted affidavit after 30 days become the judgement in commerce.

#### Fact. 1

I Jersey Selwyn Henry am a Flesh and Blood Man , I am not a corporation and I deny corporate existence.

#### Fact.2

Tuesday September 25 on or about 2:55pm, Derrick the building supervisor asked me to come with him; I followed him and we ended up into the Human Resources office ( Westin Hotel) where I was told by Cheryl Way that my son(ken) was putting up & handing out leaflets in the building, libelous and slanderous to me. She told me that "most of my fellow employees knew about it" and I responded that "I did not know, but it does not worry me," to which Cheryl replied that she thinks "I should be concerned."

#### Fact.3

My son is diagnosed as a border line schizophrenic by one doctor and as a paranoid schizophrenic by a different doctor, but I feel strongly that he did not put those papers on Westin Hotel's property. My son does not have a History of coming to my job. My ex-son-in-law, Martin Mckiernan, does have a history of coming to my job, ( ex. one time asking for the key's to my daughter's car) on many occasions, after which I refused to see him.

#### Fact 4.

Cheryl said that they " did not see him (ken) doing it but they suspect it was him doing it. "

#### Fact 5.

I told Cheryl May that " This guy has made things miserable for the family; My Daughter's ex-son in law( Martin Mckeirnan) had a restraining order against him, because he showed up at her job and phoned her and continually harassed her."

#### Fact.6

What I wanted to know from Cheryl Way was " if he(ken) was handing it ( Flyers) out, could he not be recognized? and if he was sticking them on the building could he not be seen ? ". " We are supposed to have Security & Cameras in the building, so how is it he is able to get to do mischief without being seen? " She replied " they were not able to see him(ken) or catch him in the act." She also stated that every time they removed the fliers that it was put backup again.

#### Fact.7

Derrick Terefenko ( who was present in the Human Resources room while I was talking to Cheryl about this matter) told me after the meeting with Cheryl May that " he'll work with me concerning this matter."

#### Notice

Lack of written response, no written response, acquiescence to this affidavit within 10 days all parties agree with the claims made, and without prejudice, to the Claimant.

By: Jersey Henry PPSA 63-1  
Claimant without Prejudice



1913 Statue of Westminster

ACCEPTED FOR VALUE &  
CONSIDERATION & HONOR  
UCC 3-501; HJR-192  
TITLE 31 USC § 5118  
EXEMPT FROM LEVY

# Affidavit and Statement of facts

In commerce truth is sovereign truth is expressed in the form of an affidavit and affidavit un rebutted becomes the truth in commerce an un rebutted affidavit after 30 days become the judgement in commerce.

By: [Signature: Nanyu: Gt] <sup>©TM D.C.C. 1308</sup> Witness of Claimant's Statement  
By: Tenney Henry <sup>PPSA-63.1</sup> without prejudice Claimant  
By: [Signature: Mark Henry] Witness of Claimant's Statement

## Jurat

City of Edmonton, Province of Alberta – 1913 Statue of Westminster

Affirmed before me )

At Edmonton )

In the Province of Alberta )

This 27<sup>th</sup> day of SEPTEMBER )

2007. )

[Signature: Francis J. De Sampaio] )

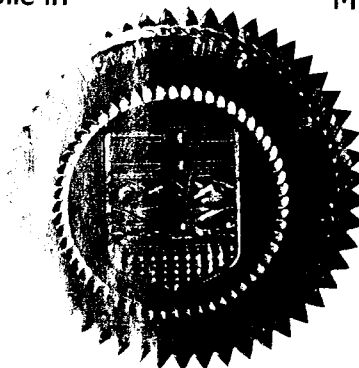
A Commissioner for Oaths/Notary Public in  
and for the Province of Alberta.

By: Tenney Henry  
Claimant

P.P.S.A 63.1

FRANCIS J. DE SAMPAIO  
A NOTARY PUBLIC IN AND FOR  
THE PROVINCE OF ALBERTA  
MY APPOINTMENT EXPIRES  
ON DECEMBER 31st, 2008

My Commission Expires





Personal Property Registry  
Verification Statement

Page 1 of 3

**Transmitting Party**

ALBERTA SERVICE BUREAU INC. (P176)  
STE. M23, SCOTIA PLACE, 10060 JASPER AVE  
EDMONTON, AB T5J 3R8

Party Code: 50081553  
Phone #: 780 944 1204  
Reference #: RR703113822US

**Amendment of Security Agreement**

Control #: M00548340

Registration Date: 2009-Mar-02

Registration #: 09030228655

**Financing Change Statement**

Use this section to Renew or Discharge this Registration. Note before returning, make a photocopy for your file.

Place an (X) in the appropriate box

Renew for: ☐ (1-25 years) \_\_\_\_\_

OR Renew for Infinity: ☐

Total Discharge: ☐ Discharge permanently removes ALL record of the registration(s).

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TITLE 31 USC § 5116  
EXEMPT FROM LEVY

Name of Person Authorized to Complete this section	Authorized Signature	Area Code & Telephone #:	Reference #:





Personal Property Registry  
Verification Statement

Page 2 of 3

Amendment of Security Agreement

Control #: M00548340

Registration Date: 2009-Mar-02

Registration #: 09030228655

Latest Registration # is 09022718805.

First Current Debtor is HENRY, JENSEY, SELWYN.

First Current Secured Party is :EL, :NANYA, :SHAABU.

Additions

Debtor(s)

Block

13 MANUFACTURERS INSURENCE COMPANY  
200 BLOOR STREET WEST  
TORONTO, ON M4W 1E5

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TITLE 31 USC § 5118  
EXEMPT FROM LEVY

Block

14 LOVELL, HELEN  
10135 100 STREET  
EDMONTON, AB T5J 0N7

Block

15 THE WESTIN  
10135 100 STREET  
EDMONTON, AB T5J 0N7

Block

16 BRYAN & COMPANY L.L.P.  
2600 MANULIFE PLACE, 10180 101 STREET  
EDMONTON, AB T5J 3Y2

Collateral: General

Block    Description



Personal Property Registry  
Verification Statement

Page 3 of 3

40

REGISTRATION NO. 0005002626 ADMINISTERED BY THE MANUFACTURERS LIFE  
INSURENCE COMP. O/A MANULIFE FINANCIAL; PLAN/DIVISION 007151-15000,  
EMPLOYEE JENSEY HENRY. THIS IS INTERNATIONAL & COMMERCIAL NOTICE  
THAT DEBTORS AGREE TO RELINQUISH ALL ASSETS, LAND TITLE & PROPERTY TO  
THE SECURED PARTY IN ACCORD WITH: UCC 9-607, UCC 9-609; CANADA BILLS OF  
EXCHANGE ACT 57.(1); P.P.S.A. 63.1; SECTION 69 OF THE LAW OF PROPERTY ACT,  
THE HAGUE STATUE ON PRIVATE INTERNATIONAL LAW & 1913 STATUS OF  
WESTMINISTER, THE LEX MERCATORIA/LAW MERCHANT & THE UNIFORM  
COMMERCIAL CODE. ALL PROPERTY OF THE DEBTORS IS ACCEPTED FOR VALUE  
& CONSIDERATION BY THE THE SECURED PARTY AND IS EXEMPT FROM LEVY. THIS  
LIEN IS NOT DISCHARGEABLE IN BANKRUPTCY COURT SEE: UNITED NATIONS  
CONVENTION ON ECONOMICS, SOCIAL & CULTURAL RIGHTS, UN DECLARATION ON  
THE RIGHTS OF INDIGENOUS PEOPLE AND ARTICLE 15 OF THE ROME STATUTE  
OF THE INTERNATIONAL CRIMINAL COURT.  
SEE: <http://sites.google.com/site/manulifecontract>, U.C.C. 3-305, U.C.C. 3-401, U.C.C.  
3-306, B-4. SEC. 38;  
<http://sites.google.com/site/autochthonquantumclaims/fortheclaimofthelocation>  
U.C.C. 1-308 ALL RIGHTS RESERVED.

End of Verification Statement

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TITLE 31 USC § 5118  
EXEMPT FROM LEVY



# RECEIPT

Alberta Service Bureau Inc.  
Suite M23, Scotia Place  
10060 Jasper Avenue  
Edmonton, Alberta T5J 3R8  
Phone: (780)944-1204  
Fax : (780)423-0285

Invoice #: 876924-00  
Account : CASH  
Date : 02 MAR 2009

Service To:  
CASH

Service For:

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CONSIDERATION & HONOR  
UCC 3-501; HJR-192  
TITLE 31 USC § 5118  
EXEMPT FROM LEVY

Phone: (XXX)XXX-XXXX Fax: (XXX)XXX-XXXX

Fax: ()-

<u>Description</u>	<u>File Reference</u>	<u>Qty</u>	<u>Exempt</u>	<u>Non-Ex</u>	<u>GST</u>	<u>Total</u>
AMENDMENT TO A SECURITY AGREEM	RR703113812US	1	0.00	21.00	1.05	22.05

Total: 22.05

CASH 22.05

Change: 0.00

GST Number: 138568142

Total GST 1.05

Your Clerk Was: JG

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## **STARWOOD HOTELS & RESORTS WORLDWIDE, INC.**

### **HUMAN RIGHTS POLICY STATEMENT**

#### **Preamble**

Starwood Hotels & Resorts Worldwide, Inc. acknowledges and respects the principles contained in the Universal Declaration of Human Rights. Starwood's Human Rights Policy reflects the Company's commitment to conduct its business in a manner consistent with these principles and to protect human rights within the company's sphere of influence. Starwood demonstrates global leadership in responsible workplace practices, and endeavors to conduct its business operations in a manner that is free from complicity in human rights abuses.

#### **Ethical Business Conduct**

Starwood's policies require that its business be conducted with honesty and integrity, and in compliance with all applicable laws. Company policies establish clear ethical standards and guidelines for how we do business and establish accountability. All company associates are required to obey the law and comply with specific standards relating to legal obligations, ethics, and business conduct. The Company has clear accountability mechanisms in place to monitor and report on compliance with these directives.

#### **Protection of the Rights of Children**

Starwood condemns all forms of exploitation of children. The Company does not recruit child labor, and supports the elimination of exploitative child labor. Starwood also supports laws duly enacted to prevent and punish the crime of sexual exploitation of children. Starwood will work to raise awareness concerning such exploitation, and will cooperate with law enforcement authorities to address any such instances of exploitation of which the Company becomes aware.

#### **Protection of the Rights of Associates**

Starwood supports and upholds the elimination of discriminatory practices with respect to employment and occupation, and promotes and embraces diversity in all aspects of its business operations. Starwood further supports the elimination of all forms of forced, bonded or compulsory labor and the freedom of association.

December 2007

## STARWOOD HOTELS & RESORTS WORLDWIDE, INC.

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December 2007

<b>Number:</b> 10.06	<b>CORPORATE FINANCE POLICIES</b>	<b>APPLIES TO:</b>
<b>Eff. Date:</b> 9/00 <b>Rev. Date:</b> 9/06  <b>Page:</b> 2 of 5	<b>Code of Business Conduct</b>	<b>Hotels:</b> <input checked="" type="checkbox"/> <b>Corporate:</b> <input checked="" type="checkbox"/> <b>SVO:</b> <input checked="" type="checkbox"/> <b>Other:</b> <input checked="" type="checkbox"/>

Starwood's Worldwide Code of Business Conduct and Ethics (the "Code"), together with the various policies adopted by the Company, represent our commitment to the highest moral and ethical standards. The Code is designed to give you a broad and clear understanding of the conduct expected of all of our associates and members of our Board of Directors in every location we conduct business. While the Code should help guide your conduct, it cannot and is not intended to address every circumstance you may encounter. Further, the Code is not a catalogue of workplace rules. You should be aware that Starwood has policies in such areas as securities trading, use of Company assets, data privacy, conflicts of interest and workplace conduct, some of which are mentioned in the Code. Associates should consult Starwood policies in these and other specific areas as they apply. Starwood's policies, including those mentioned in the Code, are available on StarwoodOne or through your Human Resources representative.

You are responsible for the propriety and consequences of your actions. Actions should be judged by considering whether it is legal, fair and would withstand the scrutiny of others. You will not be excused for misconduct because it is directed or requested by someone else. You will not be excused for ignoring or condoning illegal or unethical conduct engaged in by others. You must also cooperate in any internal or governmental investigation of misconduct when asked to do so. Violations of the Code and Starwood policies will result in discipline. Discipline will vary depending on the circumstances and may include, alone or in combination, a letter of reprimand, demotion, loss of merit increase, bonus or stock options, suspension or even termination of employment and prosecution.

If you have questions about the Code, any Starwood policy, or your ethical responsibility or are unsure whether specific conduct violates the Code or any other policy, or how to act in a particular situation, we urge you to discuss the issue with your supervisor, an appropriate Human Resources representative, the Office of the General Counsel or a member of the Internal Audit/Global Compliance team.

The fundamental ethical principles that guide our business activities are described below:

- ***Integrity and Compliance with Law.*** You must conduct all aspects of our business in an ethical manner that reflects our dedication to integrity, honesty and fairness. You must, at all times, obey the laws of the jurisdictions where we conduct business. You must also provide accurate information about yourself relating to all employment matters, such as background information, health insurance, life insurance, and workman's compensation insurance. In failing to do so, you may be subject to discipline imposed by us and you and Starwood may also be subject to criminal and other penalties for violations of law.
- ***Act Ethically In the Handling, Reporting and Use of Data.*** Our business records must be complete, accurate and reliable and they must be prepared and maintained in accordance with applicable laws and our accounting and internal control procedures. All reports to governmental agencies must be complete and accurate. It is our policy to fully and fairly disclose our financial condition in compliance with applicable accounting principles, laws, rules and regulations and to make full, fair, accurate, timely and understandable disclosure in our filings with the Securities and Exchange Commission and in other communications to securities analysts, rating agencies and investors. Honest and accurate recording and reporting of information is critical to our ability

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TITLE 31 USC § 5118  
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<b>Number:</b> 10.06 <b>Eff. Date:</b> 9/00 <b>Rev. Date:</b> 9/06 <b>Page:</b> 3 of 5	<b>CORPORATE FINANCE POLICIES</b>	<b>APPLIES TO:</b>
	<b>Code of Business Conduct</b>	Hotels: <input checked="" type="checkbox"/> Corporate: <input checked="" type="checkbox"/> SVO: <input checked="" type="checkbox"/> Other: <input checked="" type="checkbox"/>

to make responsible business decisions. The use of false statements to influence individuals or companies with whom we do business is prohibited. Our policy on Accuracy and Retention of Business Records and our Finance Code of Ethics provide further guidance.

- **Protect Our Funds and Property.** You must approach all matters concerning funds and property held by us with care, diligence and honesty. Any attempt to obtain funds or property through theft, embezzlement, fraud, false pretenses or false statements will not be tolerated. This includes seeking reimbursement for personal expenses or unreasonable business expenses. (You should consult our Corporate T&E Policy for further guidance on expense reimbursement). You must protect our assets and those of our property owners and ensure their efficient use. Theft, carelessness and waste not only are wrong – they have an impact on our performance. These assets include intellectual property, such as our name, logos and trademarks; ideas, plans and strategies; computer and telephone equipment; and supplies, furniture, fixtures and equipment. Any use of our and our owners' property, including any personal use, must be in accordance with applicable policies. The policies on Our Property and Corporate Travel and Entertainment provide further guidance.
- **Protect Confidential Information.** You must protect and keep confidential all non-public information belonging to, in the possession of, or about our property owners, our property franchisees, our customers and us. Information concerning our guests includes who is staying at our properties and should not be disclosed to anyone. You must not share confidential information with friends, relatives or non-associates or discuss confidential matters in public places, such as elevators, airplanes or restaurants. Further, you may not buy or sell Starwood stock or that of third parties who we have dealings with if you are in possession of material non-public information about Starwood or that third party. These obligations continue even after you leave the Company. You should consult our Policy on Confidential Information and Privacy, Guest Data, our Global Information Securities Policies, our Electronic Communication Policies and Procedures and the Policy Against Insider Trading.
- **Avoid Conflicts of Interest.** A conflict of interest occurs when your personal interests interfere or conflict in any way (or appear to interfere or conflict) with the Company's. Since business decisions must be made in our best interests and not be motivated by your personal interest or gain, you must avoid conflicts of interest, both real and perceived. You must recognize that even the appearance of impropriety can be damaging to our reputation. Associates and Directors should also not accept gifts or other things of value from vendors or others that we do business with that are unlawful, improper or outside the bounds of Company guidelines. There are also restrictions on giving gifts or other things of value to government employees. Our policies on Conflicts of Interest, Acceptance or Solicitation of Gifts and Relationships in the Workplace provide further guidance.
- **Corporate Opportunities.** You may not (a) take for yourself personally any opportunity that belongs to us or is discovered through the use of our property or information or your position; (b) use our property, information or position for personal gain; or (c) compete with us. You owe a duty to us to advance our legitimate business interests when the opportunity to do so arises. Anything you create or conceive as a Company employee or contractor are works made for hire

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 UCC 3-501; HJR-192  
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<b>Number:</b> 10.06	<b>CORPORATE FINANCE POLICIES</b>	<b>APPLIES TO:</b>
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Page: 4 of 5		

and you have an obligation to assign any rights you may have in such items to the Company. Our policy on Technology Resources provides further guidance.

- **Fair Dealing.** You must deal fairly and in good faith with our customers, suppliers, competitors, shareholders and associates and must act in accordance with applicable anti-trust and other laws. You may not take unfair advantage of anyone through manipulation, concealment, abuse of confidential information, misrepresentation of material facts or any other unfair practice. Our policies on Antitrust and the Foreign Corrupt Practices Act provide further guidance of some of the laws that apply to you and the Company.



- **Treat Fellow Associates With Respect and Dignity and Help Provide a Safe Work Place.** You must respect the rights of your fellow associates to fair treatment and equal opportunity, free from discrimination and unlawful harassment or retaliation. You must avoid any comments or behavior toward others that may reasonably be regarded as harassment, or as reflecting bias on the basis of any protected category including, but not limited to, race, religion, national origin, age, sex, sexual orientation or disability. Our policy on Anti-Discrimination, Unlawful Harassment & Retaliation and our Equal Opportunity Statement provides further details and guidance.

- ✓ All of us deserve to work in a safe environment free of workplace hazards, violence, threats of violence, intimidation and personnel under the influence of alcohol or illegal drugs. We strictly prohibit any verbal abuse, threatening behavior, or conduct that may endanger persons or property, including possession of any unauthorized firearm or other weapon on our property or that of our owners. You must never sell, use, possess or be under the influence of illegal drugs, or improperly use, or be under the influence of alcohol while on our premises or while engaged in our business. Our policies on Workplace Violence Prevention, Environment, Health and Safety and Illegal Drugs, Alcohol Misuse & Fitness For Duty provide more information and guidance.

- **Provide Full, Fair and Accurate Disclosure in All Public Communications and in Compliance with All Applicable Law.** We are committed to providing full, fair and accurate disclosure in all public communications and in compliance with all applicable law, regulations and rules. Consistent with this commitment, employees are not authorized to answer questions from the media, analysts, investors or any other members of the public regarding the Company's financial results or that would result in the disclosure of material non-public information. Our policy on Communications with the Investment Community provides further details.

Starwood is a U.S. company that conducts business all around the world. Our associates are citizens of many countries as well. As a result, our operations are subject to the laws of many jurisdictions. It is a challenge for all of us to understand how those various laws apply to our businesses. The laws of the United States frequently extend to our operations throughout the world. Other countries may also apply their own laws to activities and individuals within and outside of their borders. In some instances there may be a conflict between the applicable laws of two or more countries. Generally, if local law dictates a higher standard than the Code or our policies, then that higher standard is to be followed. If a provision violates local law then, generally, that provision of the Code or policy shall be deemed modified to comply with applicable law. However, please do not make these judgments on your own. When you



# Alberta Rules of Court, Alta. Reg. 390/1968

Current version: as posted between Jul 31, 2009 and Aug 26, 2010

Link to the latest version : <http://www.canlii.org/en/ab/laws/regu/alta-reg-390-1968/latest/>

Stable link to this version : <http://www.canlii.org/en/ab/laws/regu/alta-reg-390-1968/71064/>

Currency: Last updated from the Alberta Queen's printer site on 2010-08-26

(Consolidated up to 221/2009)

## ALBERTA REGULATION 390/68

Court of Appeal Act  
Court of Queen's Bench Act  
Civil Enforcement Act  
Family Law Act

## ALBERTA RULES OF COURT

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TITLE 31 USC § 5110  
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## Part 10 Procedure on Default

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UCC 3-501: HJR-197  
TITLE 31 USC § 5116  
EXEMPT FROM LEVY

### Enter final judgment or note in default

✓ **142 (1)** If the defendant has failed to file a statement of defence or demand of notice, the plaintiff may on proof by affidavit that the statement of claim has been served, having regard to the nature of the claim,

(a) enter final judgment against the defendant, or

(b) on praecipe require the clerk to enter in the procedure book a note to the effect that the defendant is in default.

(2) If the defendant has filed but has failed to serve a statement of defence or demand of notice, the plaintiff may on proof by affidavit that the statement of claim has been served but no statement of defence or demand of notice has been served, having regard to the nature of the claim,

(a) enter final judgment against the defendant, or

(b) on praecipe require the clerk to enter in the procedure book a note to the effect the defendant is in default.

(3) A defendant may, before he has been noted in default or final judgment has been given against him, deliver either a statement of defence or demand of notice.

AR 390/68 s142;313/81

### Infant or person of unsound mind

**143** Judgment shall not be entered against an infant or a person of unsound mind on default except by leave of the Court.

AR 390/68 s143

### Defendant not entitled to further notice

**144** Except where otherwise provided by these Rules or where otherwise ordered by the Court, a defendant who fails to defend or demand notice is not entitled to notice of any subsequent proceedings in the action.

AR 390/68 s144

### Filing proof of service

✓ **145** Judgment shall not be entered against a defendant under this Part unless the plaintiff files an affidavit proving service on that defendant of the statement of claim or other document by which proceedings are commenced.

AR 390/68 s145

### Demand of notice entitles defendant to notice

**146** Where a defendant delivers a demand of notice the plaintiff may proceed against him as if he had failed to defend, except that

(a) he is, unless otherwise ordered, entitled to notice of all subsequent motions against him, and

(b) judgment may be obtained only on motion with notice to him.

AR 390/68 s146

### Defence struck out

**147** Where an order is made striking out the defence of a defendant, the plaintiff may proceed against him as if he had failed to defend or demand notice.

AR 390/68 s147

### Liquidated demand



✓ ✓ **148 (1)** Where a statement of claim includes a claim for a debt or liquidated demand with or without interest, (whether as debt or damages) and any defendant fails to defend or demand notice as to that debt or demand, or any part thereof, the plaintiff may enter judgment against the defendant for a sum not in excess of the amount in respect of which there is no defence or demand of notice and costs, together with such interest indebtedness as is justified by the statement of claim, except that if interest is claimed by the way of damages (whether under statute or otherwise) judgment for the interest may only be entered by leave of the court, which may direct that the interest claim be determined on an assessment in the manner provided by Rule 152.

**(2)** In any case to which subrule (1) applies the plaintiff may, after entering judgment, proceed with the action against any other defendants and in respect of any other claims.

**(3)** Where in any action on a bond for non-performance of any covenant or agreement contained in any deed or indenture or writing a defendant fails to defend or demand notice, the plaintiff may not sign judgment under this Rule but shall proceed by way of assessment upon the breaches alleged in the statement of claim and in respect of further breaches from time to time by serving upon the defendant notice of the further breaches.

AR 390/68 s148

#### Claim for recovery of goods or land

**149 (1)** Where a statement of claim includes a claim for the recovery of goods or land and any defendant fails to deliver a defence or demand of notice to that claim, the plaintiff may enter judgment against that defendant for the recovery of the goods or lands, or such part thereof as has not been the subject of a defence or demand of notice, and for costs.

**(2)** In any case to which subrule (1) applies, the plaintiff may, after entering the judgment, proceed with the action against other defendants and in respect of other claims.

AR 390/68 s149

#### Praecipe to note in default

**150** In all cases other than those in respect of which a plaintiff has entered judgment under Rule 148 or 149, where a defendant has failed to defend or demand notice, the plaintiff may, on praecipe, note the defendant in default.

AR 390/68 s150

#### Execution or garnishee after counterclaim

**151** When a defendant sets up a counterclaim in any action to which this part applies, the plaintiff may not issue a writ or a garnishee summons without leave.

AR 390/68 s151;277/95

#### Remedy where noted in default

**152** If a sole defendant has, or all the defendants have, been noted in default, the plaintiff may

- (a) apply ex parte to the court for judgment, and the judge hearing the application may
- (i) upon proof of the plaintiff's claim by affidavit or otherwise, give final judgment or direct an accounting, or
- (ii) set the matter over for a hearing on notice, and notice shall be given to a defendant in the same manner as hereinafter provided on assessment,

or

- (b) set the matter down for assessment, giving at least 10 days notice of the date set for assessment.

AR 390/68 s152;152/98

#### Striking out defendants not served

**153** Where in an action there are several defendants of whom one or more have been served, and another or others of them have not, the court may order the striking out of the defendant or defendants not served,

IN THE COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL DISTRICT OF EDMONTON

BETWEEN: MERLE BERRINICE HENRY  
:NANYA-SHAABU: EL  
THE ESTATE OF JENSEY SELYWN HENRY

PLAINTIFFS

- and -

DEFENDANTS

STARWOOD HOTELS  
THE WESTIN EDMONTON  
HELEN LOVELL, HUMAN RESOURCES MANAGER  
CHERYL PASIEKA, THE WESTIN EDMONTON

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UCC 3-501; HJR-192  
TITLE 31 USC § 5118  
EXEMPT FROM LEVY

BEFORE THE HONORABLE )  
JUSTICE / MASTER )  
COURT HOUSE, EDMONTON, ALBERTA )

On \_\_\_\_ day of \_\_\_\_\_, 2010.

Order

UPON THE APPLICATION of :Nanya-Shaabu:El. Plaintiff with Power of Attorney for Merle Henry, Kenyouth Lucien Henry and Administrator for the Estate of Jensey Henry.

AND UPON HEARING Submissions of the Applicant unrepresented by legal counsel;

AND UPON THE Respondents not appearing nor responding and having been properly served;

AND UPON THE Respondents not making submissions in a due and timely manner in accord with Alberta Court Rules 142(1) (a), (b);

IT IS HEREBY ORDERED THAT:

A) Starwood Hotels / Westin Hotels, pay \$ 8 Million Dollars in Punitive & Cumulative Damages to be dispersed as follows:

- i) \$ 2 ( Two) Million in Punitive Damages and \$1 (One) Million in Cumulative Damages to be paid by Starwood Hotels.
- ii) \$ 3 (Three) Million in Punitive Damages and \$ 2 ( Two) Million in Cumulative Damages to be paid by Westin Hotels, Edmonton Franchise for its failure to adhere to its own corporate policy and for the wrongful termination of Jensey Selwyn Henry.

B) \$1 Million Dollars against Helen Lovell – Human Resources Manager of the Westin Edmonton for:

- i) Failure to protect Jensey Selwyn Henry from harassment as per Starwood Hotels International Corporate policy.
- ii) Medical coercion, obstruction and enticement, by stating that she spoke with Jensey Selwyn Henry's Physician, Dr. Ghalib Ahmed alleging Mr. Henry's Doctor stated he could do a preliminary return to work on November 5, 2007.
- iii) Termination of Jensey Selwyn Henry while he was on sick leave in violation of Starwood Hotels International Corporate Policy and Alberta labour law.

C) \$ 1 Million Dollars in Punitive Damages against Cheryl Pascika of the Westin Edmonton for her:

- i) failure to protect Jensey Selwyn Henry from harassment.
- ii) refusing to contact Edmonton police Services as per Starwood hotels Corporate Policy.
- iii) Termination of Jensey Selwyn Henry while he was on sick leave in violation of Starwood Hotel
- iv) International Corporate Policy and Alberta labour law.

D) Defendants to pay the Costs of this Action in accord with Alberta Court Rules, 148(1).

Approved as to form and content by

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UCC 3-501; HJR-192  
TITLE 31 USC § 5118  
EXEMPT FROM LEVY

\_\_\_\_\_  
JUSTICE/MASTER OF THE COURT OF  
QUEEN'S BENCH OF ALBERTA.

ENTERED THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
CLERK OF THE COURT

Action No:1003-01152

IN THE COURT OF QUEEN'S BENCH  
OF ALBERTA

JUDICIAL DISTRICT OF EDMONTON

BETWEEN:

MERLE BERRINICE HENRY,  
:NANYA-SHAABU:EL,  
ADMINISTRATOR FOR THE ESTATE OF  
JENSEY SELWYN HENRY  
( Plaintiffs)

STARWOOD HOTELS  
THE WESTIN EDMONTON  
HELEN LOVELL HUMAN  
RESOURCES MANAGER  
CHERYL PASIEKA,  
THE WESTIN EDMONTON

(Defendants)

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CONSIDERATION & HONOR  
UCC 3-501: HJR-192  
TITLE 31 USC § 5118  
EXEMPT FROM LEVY

---

Order

---

This Order is filed by  
By: :Nanya-Shaabu:El with Power of  
Attorney for Merle Henry, Kenyouth Lucien  
Henry and Executor for the Estate of Jensen  
Selwyn Henry.

:Nanya-Shaabu:El, GD STN MAIN  
Edmonton, AB, T5J 2G8  
Ph: (780)271-9199

IN THE COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL DISTRICT OF EDMONTON

BETWEEN:

**MERLE BERRINICE HENRY, :NANYA-SHAABU:EL ADMINISTRATOR, THE ESTATE OF  
JENSEY SELYWN HENRY**

Plaintiffs

- and -

**STARWOOD HOTELS  
THE WESTIN EDMONTON  
HELEN LOVELL, HUMAN RESOURCES MANAGER  
CHERYL PASIEKA, THE WESTIN EDMONTON**

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UCC 3-501; HJR-192  
TITLE 31 USC § 5118  
EXEMPT FROM LEVY

Defendants

**AFFIDAVIT OF SERVICE**

I, :Nanya-Shaabu:El, of Ellenwood, Georgia and Administrator for the Estate of JENSEY SELWYN HENRY, STAND AFFIRMED AND SAY THAT:

That on Tuesday, the 25<sup>TH</sup> day of January 2010, I did serve **STARWOOD HOTELS  
THE WESTIN EDMONTON, HELEN LOVELL, HUMAN RESOURCES MANAGER,  
CHERYL PASIEKA, THE WESTIN EDMONTON** with a true copy of THE STATEMENT OF CLAIM, which was filed January 22<sup>ND</sup> 2010 in the Judicial district of Edmonton with the Clerk of the Court. This STATEMENT OF CLAIM was delivered by Canada Post Registered Mail Number 794453516980 to JEFFREY CHAMPION of the law Firm Bishop & McKenzie, counsel for the Defendants, Suite 2500 10104-103 Avenue, Edmonton, Alberta T5J 1V3 and signed by B. BERNARD. Attached with this Affidavit of Service is Canada Post Online Delivery Confirmation dated 1/27/2010 and Registered CUSTOMER RECEIPT. *Respectfully Attached as Exhibits A "B" C*

AFFIRMED BEFORE ME at the City of  
Edmonton in the Province of Alberta  
this 29 Day of January, 2010.

*Dubois J. J. J.*  
A COMMISSIONER FOR OATHS  
In and for the Province of Alberta

MY COMMISSION EXPIRES \_\_\_\_\_

*U.C.C. § 1-308 without  
prejudice*  
*:Nanya-Shaabu:El*  
:NANYA-SHAABU:EL

IN THE COURT OF QUEEN'S BENCH OF ALBERTA

JUDICIAL DISTRICT OF EDMONTON

BETWEEN:

MERLE BERRINICE HENRY

:NANYA-SHAABU: EL

Administrator For THE ESTATE OF JENSEY SELWYN HENRY

PLAINTIFF

ACCEPTED FOR VALUE &  
CONSIDERATION & HONOR  
UCC 3-501; HJR-192  
TITLE 31 USC § 5118  
EXEMPT FROM LEVY

- and -

DEFENDANT

STARWOOD HOTELS

THE WESTIN EDMONTON

HELEN LOVELL, HUMAN RESOURCES MANAGER

CHERYL PASIEKA, THE WESTIN EDMONTON

This is Exhibit " " referred to in the  
Affidavit of

Sworn before me this 29 day

of January A.D. 2010

STATEMENT OF CLAIM

A Commissioner for Oaths  
in and for the Province of Alberta

D. FRUNCHAK

Commission expires Nov. 27, 2010

1. THE PLAINTIFFS WHO BRING THIS SUIT IN THIS CIVIL MATTER ARE PARTIES TO THE CONTRACTS WITH THE DEFENDANTS.
2. THE Plaintiffs by no means are to be assumed and presumed to be corporate fictions under §621.(1) of the Canada Criminal Code.
3. Plaintiff's deny corporate existence and as such are: propria persona, sui juris, aboriginal and indigenous in accord with: The United Nations Declaration on the Rights of Indigenous Peoples, The United Nations Charter, The United Nations Charter on Human Rights and Section 35 of the Canada Constitution Act.
4. THE DEFENDANTS, UNLESS OTHERWISE SPECIFIED, are a BODY CORPORATE, INCORPORATED PURSUANT to: the Hague Statute on Private International Law, the laws of Canada, The United States(Title 28 U.S.C. § 3002(15) and the Province of Alberta( 1913 Statute of Westminster) and carry on business Internationally as well as in the City of Edmonton, and elsewhere in the said Province.
5. Silence in Commerce equals Tacit Consent and Agreement. (U.C.C. §2-201(2)).
6. The Defendants have not counterclaimed, rebutted, refuted or disputed in any form and fashion, written and otherwise, the communications sent to them via: email, fax, letter, Registered Mail, Website and Process Server/Bail bondsman and are in FULL AGREEMENT by their lack of response and lack of written response to the communications sent to them by the Plaintiff(:Nanya-Shaabu:El).
7. The Defendant( Helen Lovell) was served on January 21, 2008 by Servit regarding Jensey Selwyn Henry's/associate's Insurance Claims with Manulife Insurance.

8. The Plaintiff(:Nanya-Shaabu:El) faxed a Certified Copy of a response to Defendant's( Helen Lovell) Letter Dated January 21, 2008.
9. The Defendant's have Knowledge of communications sent from the Plaintiff (:Nanya-Shaabu:El) to Helen Lovell & Cheryl Paseika, the Westin and Starwood Hotels via fax on November 30, 2007.
10. The Defendant's have Knowledge of Starwood Hotels Corporate Finance Policies by Bruce W. Duncan Chairman of the Board and Chief Executive Officer.
11. The Defendant's have Knowledge of October 18, 2007 registered Mail No. RW166 533 215 CA Notarized October 15, 2007 and received by Derek Terefenko – Westin Hotel Engineering Department.
12. The Defendant's have Knowledge of Plaintiff's (:Nanya-Shaabu:El) letter to Cheryl Paseika dated July 17, 2008.
13. The Defendant's have Knowledge Plaintiff(Jensey Selwyn Henry, deceased associate) did not resign, retire or quit from the Westin.
14. The Defendant's have Knowledge that Plaintiff(Jensey Selwyn Henry, deceased associate) was out on sick leave from the Westin.
15. The Defendant's have Knowledge that Plaintiff's (Jensey Selwyn Henry, deceased associate) Doctor , Ghalib Ahmed, told Mr. Henry he was not to return to work on November 5, 2007.
16. The Defendant(Helen Lovell) has Knowledge of perjuring herself by stating she spoke with Dr. Ghalib Ahmed on November 5 2007, before Mr. Henry saw his Doctor.
17. The Defendant's have Knowledge that the message left at Mr. Henry's house on November 5 2007, was left before the Offices of Dr. Ghalib Ahmed/Cosmedics was open; therefore Helen Lovell never spoke with Dr. Ghalib Ahmed on the morning of November 5, 2009 and if she did, that is a violation of the Canada Privacy Act, the Canada Health Act and Starwood Hotels International Corporate Finance Policies.
18. The Defendant's have Knowledge Helen Lovell left a message at Mr. Henry's home on November 5, 2007 by a copy of their message being sent to them, from Plaintiff , by email.
19. The Defendant's have Knowledge that Jensey Selwyn Henry/associate was fired while he was out on sick leave.
20. The Defendant's have Knowledge that to fire someone while they are out on sick leave is a violation of the Alberta labour Law, Starwood Hotels International Corporate Finance Policies, Canadian Charter of Rights and Freedoms and the United Nations Charter on Human Rights.
21. The Defendant's have Knowledge of the Affidavit signed by Jensey Selwyn Henry/associate (deceased) and witnessed by Plaintiff(:Nanya-Shaabu:El) and Vicki Tailleir (daughter of Jensey Selwyn Henry).
22. The Defendant's have Knowledge that the Plaintiff, :Nanya-Shaabu:El who is the administrator of the Estate of Jensey Selwyn Henry, has been denied and continues to be denied access to review Jensey Selwyn Henry's work file at the Westin Hotel during regular business hours as requested of Cheryl

Paseika. Hewitt and associates (insurance company) stated Plaintiff is entitled to and allowed to view by law.

23. The Defendant's have Knowledge that the Doctor's notes from Dr. Ghalib Ahmed and Dr. Krish Dhunno were hand delivered by Plaintiff to Defendant and were signed by Defendant (Helen Lovell – human resources Manager) confirming receipt.
24. The Defendant's have Knowledge that Plaintiff (Nanya-Shaabu:El) has not harassed, or interfered with the Westin Hotel, its employees or its operations. Plaintiff (Nanya-Shaabu:El) has been on Westin Hotels' property only to deliver Jensey Selwyn Henry's Doctor Notes at his request and with the full Knowledge of Dr. Ghalib Ahmed and the Defendants.
25. The Defendant's have Knowledge that when the Flyer posted on Westin Hotels' Property the week of September 19, 2007 was brought to Plaintiff/associate's attention, that Defendant's (Helen Lovell and Cheryl Paseika) did not come to the Plaintiff's (Jensey Selwyn Henry – deceased) defense but told him that He, Plaintiff (Jensey Selwyn Henry – deceased), had to take care of it.
26. The Defendant's have Knowledge that the Westin in Edmonton violated, ignored and did not adhere to Starwood Hotels' International Corporate Policy on: Integrity and Compliance with Law – by not immediately contacting the Edmonton Police Services on the week of September 19, 2007 when the flyer first appeared on Starwood/Westin's property, and Treat fellow Associates with Respect and Dignity and Help Provide a Safe Work Place - by not protecting the associate/ Plaintiff (Jensey Selwyn Henry, deceased) from unlawful Harassment.
27. The Defendant's have Knowledge that the Westin Hotel did not contact the Edmonton Police Services, as they should have by law, for the whole week of September 19 2007, to find out who left a slanderous flyer on their property falsely accusing Plaintiff (Jensey Selwyn Henry)/associate of Rape.
28. The Defendants have Full Knowledge of all communications sent to them and since receiving information have stayed silent; agreeing in commerce by their silence and tacit consent which is equivalent to agreement, that the facts as stated in the communications sent to them from the Plaintiff are in fact true, correct and accurate thereby confirming the Defendants are liable for all damages, contractual violations incurred by the Defendants and associated business partners.
29. The Defendants have agreed by their silence and tacit consent (U.C.C §2-201(2)) that they are subject and bound to the aforementioned communications and the terms therein in accord with the Uniform Commercial Code, specifically U.C.C. §3-305, U.C.C. §3-306; Hague Statute on Private International law, The United Nations Charter, the United Nations Declaration on Human Rights and The Alberta Employment and Immigration Act.



30. This Statement of Claim is presented WITHOUT THE CORPORATION CALLED CANADA( SIC # Corporate registered number. 0000230098 CANADA DC SIC: 8880 ; Canada Criminal Code §621.(1))

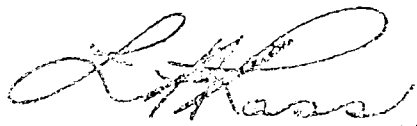
31. The Defendants have agreed by their silence and tacit consent

( U.C.C. §2-201(2)) that they are subject and bound to the aforementioned communications and the terms therein in accord with the Uniform Commercial Code, specifically U.C.C. § 3-305, U.C.C. § 3-306; Hague Statute on Private International law, The United Nations Charter, the United Nations Declaration on Human Rights, The Alberta Employment and Immigration and Section 35 of the Canada Constitution Act. The Defendants agree to pay Plaintiff the sum of \$10 Million Dollars, for damages incurred by Defendants violation of its own international policy, Canada Charter of Rights and freedoms and Alberta Labor Laws.

WHEREFORE THE PLAINTIFF CLAIMS:

- A) \$ 8 Million Dollars in Punitive & Cumulative Damages against Starwood Hotels for its failure to adhere to its own corporate policy and for the wrongful termination of Jensey Selwyn Henry.
- B) \$1 Million Dollars against Helen lovell – Huma Resources Manager of the Westin Edmonton for:
  - i) Failure to protect Jensey Selwyn Henry from harassment as per Starwood Hotels International Corporate policy.
  - ii) Medical coercion, obstruction and enticement, by stating that she spoke with Jensey Selwyn Henry's Physician, Dr. Ghalib Ahmed alleging Mr. Henry's Doctor stated he could do a preliminary return to work on November 5, 2007.
  - iii) Termination of Jensey Selwyn Henry while he was on sick leave in violation of Starwood Hotels International Corporate Policy and Alberta labor law.
- C) \$ 1 Million Dollars in Punitive Damages against Cheryl Paseika of the WESTIN for her:
  - i) failure to protect Jensey Selwyn Henry from harassment.
  - ii) refusing to contact Edmonton police Services as per Starwood hotels Corporate Policy.
  - iii) Termination of Jensey Selwyn Henry while he was on sick leave in violation of Starwood Hotel International Corporate Policy and Alberta labor law.
- D) Other Such Relief as the Court deem Fit.
- f) Costs of this Action.

DATED at the City of Edmonton, in the Province Of Alberta, this 22<sup>th</sup> Day of January, 2010 ~~September A.D. 2009~~  
Issued out of the Court of Queen's Bench of Alberta, Judicial District of Edmonton this 22 day  
of January, 2010.



This is Exhibit "B" referred to in the

Affidavit of

Nanya-Shaabu:El

Sworn before me this 29 day

of January A.D. 2010

Debra Frunchak

A Commissioner for Oaths  
in and for the Province of Alberta

ACCEPTED FOR VALUE &  
CONSIDERATION & HONOR  
UCC 3-501; HJR-192  
TITLE 31 USC § 5118  
EXEMPT FROM LEVY

Action No. 1003-01152

## NOTICE

D. FRUNCHAK

To the Defendants: Commission expires Nov. 27, 2010

STARWOOD HOTELS  
THE WESTIN EDMONTON

CHERYL PASIEKA, THE WESTIN EDMONTON  
HELEN LOVELL, HUMAN RESOURCES MANAGER

You have been sued. You are the Defendants. You  
Have only FIFTEEN(15) DAYS to file and serve a Statement  
Of Defense or Demand Notice. You or your lawyer must file  
Your statement of Defense or Demand of Notice.  
You or your lawyer must file your Statement of Defense  
Or Demand of Notice in the Office of the Clerk of the Court of  
Queen's Bench in the Judicial District of Edmonton, Alberta.  
You or your Lawyer must also leave a copy of your statement  
Of Defense or Demand of Notice at the address for services for

**WARNING:** If you do not do both things within 15 days, you  
May automatically lost the lawsuit. The Plaintiff may get a  
Court Judgment against you if you do not file, or do not give  
A copy to the Plaintiff, or do either step late.

On behalf of the Plaintiff who address for service is:  
:Nanya-Shaabu:El GD STN MAIN, EDMONTON, AB  
[T5J 2G8] and is addressed to the Defendant(s) whose  
Whose so far as is know to the Plaintiff is:  
STARWOOD HOTELS  
THE WESTIN EDMONTON  
HELEN LOVELL, Human Resources Manager  
CHERYL PASIEKA, THE WESTIN EDMONTON  
10135-100 Street, Edmonton, AB T5J 0N7



IN THE COURT OF QUEEN'S BENCH  
OF ALBERTA  
JUDICIAL DISTRICT OF EDMONTON

BETWEEN:

MERLE BERRINICE HENRY,  
:NANYA-SHAABU:EL,  
ADMINISTRATOR FOR THE ESTATE OF  
JENSEY SELWYN HENRY  
(Plaintiff)

-and-

STARWOOD HOTELS  
THE WESTIN EDMONTON  
HELEN LOVELL, HUMAN  
RESOURCES MANAGER  
CHERYL PASIEKA,  
THE WESTIN EDMONTON

(Defendant)

## STATEMENT OF CLAIM

This Statement of Claim is issued  
By: :Nanya-Shaabu:El with Power of  
Attorney for Merle Henry and Executor for  
the Estate of Jensey Selwyn Henry.

:Nanya-Shaabu:El, GD STN MAIN  
Edmonton, AB, T5J 2G8  
Ph: (780)271-9199



You were looking for

Tracking Numbers: 79 453 516 980

Registered  
DomesticRecommandé  
Régime intérieur

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LA LIVRAISON

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Edm

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www.canadapost.ca  
www.postescanada.ca

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Valeur déclarée \$

Item No. N° de l'article

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33-006-504 (00-10)

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## We found

Tracking Number

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Please note that this is the most up-to-date information available in our system. Our telephone agents have access to the same information presented here.

## Track Status

Product Type: Lettermail

Date	Time	Location	Description	Retail Location	Signatory Name
2010/01/25	AM		Signature image recorded for Online viewing		<u>B BERNARD</u>

## Track History

Date	Time	Location	Description	Retail Location	Signatory Name
2010/01/25	AM		Signature image recorded for Online viewing		<u>B BERNARD</u>
	09:27	EDMONTON	Item successfully delivered		
	08:56	EDMONTON	Item out for delivery		
2010/01/22	14:22	EDMONTON	Item accepted at the Post Office		

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Stamp Prices 0 - 30 g

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\$0.57 \$1.00 \$1.70

D. FRUNCHAK

Commission expires Nov. 27, 2010

## Postal Prices 2010

This is Exhibit "C" referred to in the  
Affidavit of

Nanya - Shabazz

Sworn before me this 29 day

of January A.D. 2010

D. Frunchak

A Commissioner for Oaths  
in and for the Province of Alberta

## Look what you can do!

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Name of Deponent: :Nanya-Shaabu:El  
Affidavit Affirmed: January 29, 2010

Action No: 1003-01152

ACCEPTED FOR VALUE &  
CONSIDERATION & HONOR  
UCC 3-501; HJR-192  
TITLE 31 USC § 5118  
EXEMPT FROM LEVY

IN THE COURT OF QUEEN'S BENCH  
OF ALBERTA  
JUDICIAL DISTRICT OF EDMONTON

BETWEEN:

MERLE BERRINICE HENRY, :NANYA-  
SHAABU: EL ADMINISTRATOR FOR THE ESTATE OF  
JENSEY SELWYN HENRY

Plaintiffs

- and -

STARWOOD HOTELS  
THE WESTIN EDMONTON  
HELEN LOVELL, HUMAN RESOURCES MANAGER  
CHERYL PASIEKA, THE WESTIN EDMONTON

Defendants

**AFFIDAVIT OF SERVICE**

:NANYA-SHAABU:EL – ADMINISTRATOR FOR THE  
ESTATE OF JENSEY SELWYN HENRY  
GD STN MAIN, EDMONTON, AB T5J 2G8  
780-271-9199

IN THE COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL DISTRICT OF EDMONTON

BETWEEN:

MERLE BERRINICE HENRY, :NANYA-SHAABU:EL ADMINISTRATOR FOR THE  
ESTATE OF JENSEY SELWYN HENRY

Plaintiffs

and

STARWOOD HOTELS  
THE WESTIN EDMONTON  
HELEN LOVELL, HUMAN RESOURCES MANAGER  
CHERYL PASIEKA, THE WESTIN EDMONTON

ACCEPTED FOR VALUE &  
CONSIDERATION & HONOR  
UCC 3-501: HJR-192  
TITLE 31 USC § 5118  
EXEMPT FROM LEVY

Defendants

PRAECIPE TO NOTE IN DEFAULT

The Defendants, STARWOOD HOTELS, THE WESTIN EDMONTON, HELEN LOVELL,  
HUMAN RESOURCES MANAGER, CHERYL PASIEKA, THE WESTIN EDMONTON,  
having been duly served on January 25 2010 an Affidavit of Service via Canada Post  
Registered mail Number: 79453516980 and having made no written response to Affidavit and  
Statement of Claim Filed January 22 2010 have made default in filing or serving an Answer or  
Demand of Notice within the time Limit as required by Alberta Court Rules; therefore by the  
Court of Queen's Bench Rules, you are hereby required to enter a note in the Procedure Book/  
Court Record to the effect that such Defendants are in default, as provided by Alberta Court  
Rule No. 142.

Dated at the City of Edmonton, in the Province of Alberta, this 1<sup>st</sup> Day of March, 2010.

*U.C.C. 1-308 All Rights Reserved.*

PER: Nanya-Shaabu:El  
Administrator for the Estate  
Of Jensey Selwyn Henry

To: Clerk of the Court

NO: 1003-01152  
Dated: MARCH 1, 2010

---

IN THE COURT OF QUEEN'S BENCH OF ALBERTA  
JUDICIAL DISTRICT OF EDMONTON

---

Between:

MERLE BERRINICE HENRY, :NANYA-SHAABU:EL  
ADMINISTRATOR FOR THE ESTATE OF JENSEY  
SELWYN HENRY

ACCEPTED FOR VALUE &  
CONSIDERATION & HONOR  
UCC 3-501; HJR-192  
TITLE 31 USC § 5118  
EXEMPT FROM LEVY

Plaintiffs

And

STARWOOD HOTELS  
THE WESTIN EDMONTON  
HELEN LOVELL, HUMAN RESOURCES MANAGER  
CHERYL PASIEKA, THE WESTIN EDMONTON

---

PRAECIPE TO NOTE IN DEFAULT

---

:NANYA-SHAABU:EL – ADMINISTRATOR FOR THE  
ESTATE OF JENSEY SELWYN HENRY

GD STN MAIN , EDMONTON, AB T5J 2G8  
780-271-9199



ACCEPTED FOR VALUE &  
CONSIDERATION & HONOR  
UCC 3-501, HJR-192  
TITLE 31 USC § 5114  
EXEMPT FROM LEVY

**Tracking Number**

79453510179

Please note that this is the most up-to-date information available in our system. Our telephone agents have access to the s information presented here.

**Track Status****Product Type:** Lettermail**Expected Delivery :** 2010/03/03

Date	Time	Location	Description	Retail Location	Signatory Name
2010/03/02	09:38	EDMONTON	Item successfully delivered		V EGGERTSON

**Track History**

Date	Time	Location	Description	Retail Location	Signatory Na
2010/03/02	09:38	EDMONTON	Item successfully delivered		V EGGERTS
2010/03/02	09:38		Signature image recorded for Online viewing		V EGGERTS
2010/03/02	07:24	EDMONTON	Item out for delivery		
2010/03/01	14:43	EDMONTON	Item accepted at the Post Office		
2010/03/01	12:43	EDMONTON	Item accepted at the Post Office		

**Shipping Options and Features for this Item**

Signature Required

FAX COVER SHEET

TOTAL PAGES 3 WITH COVER SHEET

March **3**, 2009

Article 15 Rome Statute of the International Criminal Court.

FIRST CLASS CERTIFIED MAIL  
UCC 1-202 - Prima Facie Evidence

To: Corporate Secretary  
Manulife Financial  
200 Bloor Street East  
Toronto, Ontario M4W 1E5  
Email: corporate.governance@manulife.com

ACCEPTED FOR VALUE &  
CONSIDERATION & HONOR  
UCC 3-501; HJR-192  
TITLE 31 USC § 5116  
EXEMPT FROM LEVY

Attention: Gail C.A. Cook-Bennett - Chair

Fax: 416-926-3041

From: :Nanya-Shaabu:El - 113° 00' 00" N. Lat; 31° 00' 00" W. long  
Chief of the At-sik-hata Nation of Yamassee Moors  
United Nations IPO #2718.  
[ GD STN MAIN Edmonton, AB; T5J 2G8]  
Contact: 780- 271-9199

Web: <http://indigenous9.tripod.com>  
Email: [seaether@yahoo.com](mailto:seaether@yahoo.com) ; [kemit19@gmail.com](mailto:kemit19@gmail.com)

Re: your message on November 5, 2007 left to Jensey Henry on  
where his Doctor told you that Jensey could do a preliminary  
return to work.

Video Evidence of your message of Nov. 5 2007 at the below  
website:

<http://video.google.com/videoplay?docid=6549985756042827035&hl=en>

cc: Dominic D'Alessandro- President & Chief Executive Officer., Paul  
Rooney - President & CEO, Manulife Canada; Peter Rubenovitch - Senior  
Executive Vice President & Chief Financial Officer.; Simon Curtis -  
Executive Vice President & Chief Actuary;

Cc: Interpol

By: :Nanya-Shaabu:El U.C.C-1-308 Without Prejudice



FAX COVER SHEET

TOTAL PAGES 3 WITH COVER SHEET

March 1, 2009

Article 15 Rome Statute of the International Criminal Court.

FIRST CLASS CERTIFIED MAIL  
UCC 1-202 - Prima Facie Evidence

To:

Westin Hotel  
10135-100 Street, Edmonton, Alberta T5J 0N7  
780-426-3636

Attention: Helen Lovell  
Human Resource Manager  
**westin.com/edmonton**

ACCEPTED FOR VALUE &  
CONSIDERATION & HONOR  
UCC 3-501; HJR-192  
TITLE 31 USC § 5118  
EXEMPT FROM LEVY

Fax: 780-428-1454

From: :Nanya-Shaabu:El - 113° 00' 00" N. Lat; 31° 00' 00" W. long  
Chief of the At-sik-hata Nation of Yamassee Moors  
United Nations IPO #2718.  
[ GD STN MAIN Edmonton, AB; T5J 2G8]  
Contact: 780- 271-9199

Web: <http://indigenous9.tripod.com>

Email: [seaether@yahoo.com](mailto:seaether@yahoo.com) ; [kemit19@gmail.com](mailto:kemit19@gmail.com)

Re: your message on November 5, 2007 left to Jensey Henry on  
where his Doctor told you that Jensey could do a preliminary  
return to work.

Video Evidence of your message of Nov. 5 2007 at the below  
website:

<http://video.google.com/videoplay?docid=6549985756042827035&hl=en>

By: :Nanya-Shaabu:El<sup>®</sup> UCC 1-308 All Rights Reserved



one two <kemit19@gmail.com>

## your Message of November 5, 2007 to Jensey Selwyn Henry re: your conversation with his Doctor

one two <kemit19@gmail.com>

Sun, Mar 1, 2009 at 7:12 PM

To: helen.lovell@westin.com

Cc: jayprober@yahoo.ca, jags06@telus.net, wairimundiru@yahoo.co.uk, paulin.mulatris@ualberta.ca, mecell@telus.net, dee\_travel@hotmail.com, nvz@shaw.ca, injusticebusters@shaw.ca, bankst@sen.parl.gc.ca, whistleblower@ctv.ca, premier@gov.ab.ca, prime minister's office <pm@pm.gc.ca>, powder\_suijuris@yahoo.ca, paris@hrw.org, otp.informationdesk@icc-cpi.int, trinidadianstallion@hotmail.com, voiceofjoy@hotmail.com, spaggari@hotmail.com, arie.ross@yahoo.com, toobootylucious4u@yahoo.ca, express@trinidadexpress.com, humanrights@gov.ab.ca, Bill.Meade@gov.ab.ca, vermilion.lloydminster@assembly.ab.ca, communications@ps.gc.ca, indigenous@ohchr.org, indigenouspermanentforum@un.org, calgary.west@assembly.ab.ca, calgary.elbow@assembly.ab.ca, carna@nurses.ab.ca, fturner19@yahoo.com, marieka.purdon@capitalhealth.ca, Susan Connelly <Susan.Connelly@capitalhealth.ca>  
Bcc: jameswilliams25@hotmail.com, jadamson@shaw.ca, debtfreemoe@yahoo.com, "King-Etznab-Shaquan:EI-Rey" <kingetznabshaquanelrey@gmail.com>, gyairana@yahoo.com, TBSJ1@aol.com, presentment@gmail.com, tafulaat@gmail.com, Nanya99 <seaether@yahoo.com>, ImAGoddess Goddess <goddessstrg@hotmail.com>, smithmoseeva924@aol.com, diani bey-el <crownof\_light@yahoo.com>, diani bey <eyesopened19@gmail.com>, Naja Bey <eyesopened9@yahoo.com>, naturalhealthdr@yahoo.com, naaj19@hotmail.com, soulcontroller19@yahoo.com, Curtis McNeill-Bey <menkheprure@hotmail.com>, kirkbratcherel@yahoo.com, wbutlerel@yahoo.com, Tricia.Timtim@capitalhealth.ca, tardic@sen.parl.gc.ca, Shaabu <truenative9@yahoo.com>

Article 15 Rome Statute of the International Criminal Court

Dear Helen,

I enclose the following link

<http://video.google.com/videoplay?docid=-6549985756042827035&hl=en>

which is a video of the message you left to my dad Jensey Selwyn Henry on November 5, 2007, where you inform him that his doctor called you and said he could do a preliminary return to work. I trust you had the good manners to inform the Queens Council, Jeffrey B. Champion that you gave me your business card in the presence of Cheryl Pasieka and My dad. I also trust you told the Queens Council that when I was delivering my Dad's Doctor's Notes that you were signing the delivery confirmations presented to you. I have sent copies of those delivery confirmations to my dad's Physician Dr. Ghalib Ahmed and he at no time told my dad to return to work nor did he recommend my dad return to work. You do realize you have perjured yourself and lack any credibility or honor whatsoever.

My dad was out sick as per the disability confirmation from Manulife Financial. I am quite certain that anyone who was accused of rape and was not defended by their employer, nor given the opportunity to rebut the false allegations, could not in good conscience return to work as the rumors will be listened to rather than the truth. 25 years my dad has worked at the Westin in Edmonton and in the end he got kicked out like a \$2.00 Whore. The International Corporate Finance Policy of Starwood Hotels, easily available on the internet, where they are to **protect their employees from harassment and threats of violence**, obviously did not apply to my dad. It has been well over a year and my dad has not received his pension from Manulife Financial and was terminated while he was out sick on Doctors Orders, which is a violation of Alberta Labour Law, Canadian Charter of Rights and Freedoms and the United Nations Convention against the Elimination of Racial Discrimination.

I am forwarding a copy of this to my mother's Attorney Jay Prober of Prober Law Offices Winnipeg, Manitoba and I am faxing a copy of this to the International Criminal Court in the Netherlands. I guess the joke you and Martin Mckiernan, who used to do your payroll for Westin Hotel, played you thought was funny. No, one can walk into the Pradeira Lounge much less the Westin Hotel and NOT be Seen on Camera. If you and Cheryl Felt my Brother, Kenneth Victor Henry, was handing out the Flyers then WHY isn't he charged and Why don't you have anything on camera showing he did it and WHY isn't my brother Charged for trespassing on Westin Hotel/Starwood Hotels Property, Helen?

Conspiracy to commit murder is a Human Rights crime and Crimes Against Humanity, You know as well as everyone in Edmonton, that the Culprit is Martin Paul Mckiernan. the obvious complicity, conspiracy & collusion between the Edmonton Police Service, CSIS and the RCMP and their inability, failure and dereliction of duty/public service to arrest Martin Paul Mckiernan is known by the Public in Edmonton and the World at Large. I know he is CSIS and I know you are MI-5/MI-6 if I am incorrect then you should have no problem wanting to find out exactly who left that flyer on Westin Hotel's Property for the week of September 19, 2007; this is not good publicity for STARWOOD HOTELS/ The WESTIN. I told the Q.C. what Martin

Paul Mckiernan sets a very dangeous precedent, because now that people know what he did , what is to stop someone else from doing the same thing? This is a juvenile prank that cause my dad'd death and yes STARWOOD HOTELS INC/Westin Hotel is fully responsible for what happened.

Since this incident has occurred there has been nothing but Silence, from the Q.C., Yourself, Westin, Starwood Hotels, EPS, RCMP, CSIS etc. which means you all agree by your silence that what I have emailed, faxed, posted, blogged etc, is the facts. Remember - Silence in Commerce is Tacit Consent and agreement to the facts presented UCC 2-201(2).

I Humbly Thank you for you time, oath and consideration in this matter. P.S. when is Manulife going to pay my dad's Pension? I have not heard back from Hewitt & Associates in Vancouver.

U.C.C. 1-308 ALL RIGHTS RESERVED  
:Nanya-Shaabu:EI- United Nations IPO #2718.  
<http://indigenous9.tripod.com>  
780-271-9199

ACCEPTED FOR VALUE &  
CONSIDERATION & HONOR  
UCC 3-501; HJR-192  
TITLE 31 USC § 5118  
EXEMPT FROM LEVY

FAX COVER SHEET

TOTAL PAGES 2 WITH COVER SHEET

March 1, 2009

To: International Criminal Court  
Office of the Prosecutor - Information & Evidence Unit.  
P.O. Box 19519  
2500 CM, The Hague  
The Netherlands  
Email: otp.informationdesk@icc-cpi.int

Fax: 011 31 70 515 8555

From: :Nanya-Shaabu:El - Chief of the At-sik-hata Nation of  
Yamassee Moors United Nations IPO #2718.  
GD STN MAIN  
Edmonton, AB  
T5J 2G8  
Contact: 780- 271-9199

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CONSIDERATION & HONOR  
UCC 3-501: HJR-192  
TITLE 31 USC § 5118  
EXEMPT FROM LEVY

Email: [truenative9@yahoo.com](mailto:truenative9@yahoo.com)

website: <http://Indigenous9.tripod.com>

Under Article 15 of the Rome Statute I tender the documents to  
be added to the fax sent to you on November 19 2008.

If there are any question or concerns do not hesitate to contact  
me.

I Most Humbly Thank you for your time and Consideration.

By: Chief [ :Nanya-Shaabu:El:® ] ©TM - United Nations IPO #2718

Fax - 780-421-2287

Edmonton Chief of Police - Chief Mike Boyd  
Police Head Quarters  
100-103A Ave  
Edmonton, AB T5H 0H7

21 Pages in this Fax

Nanya [redacted] b: E1  
August [redacted] 2008

Re: Formal Complaint regarding Case Number 07-13933

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CONSIDERATION & HONOR  
UCC 3-501: HJR-192  
TITLE 31 USC § 5118  
EXEMPT FROM LEVY

August 19, 2008

Dear Chief Boyd,

I enclose the following complaint regarding the above referenced case number. It has been brought to my attention by Laurie Hackett (civilian employee) of the Edmonton Police Professional Standards Branch on August 13, 2008 that the above reference case, was closed on April 23, 2008. I nor my mother received no letter from Officer Robertson nor IA Officer Bill Surmon that the case was closed. I enclose the following email I sent to Officer Ian Robertson Badge# 2491, 3 pages.

Mrs/Ms Hackett explained to me that Ian Robertson did not have enough information to lay any charges with regards to a slanderous and libelous flyer accusing my dad of rape posted at his place of Employment - The Westin Hotel. I enclose the following affidavit that my dad notarized on September 25, 2007 - 2 pages, copy of which was served to Ian Robertson by Bailbondsman - Servit.

Officer Robertson met my father( Jensey Henry), My Mother, My sister Vicki Tailleuer, her husband Mike Tailleuer at my sisters house in Edmonton on or about September 27, 2008.(My sister now lives in British Columbia) and took everyone's phone numbers and information and we told him that we suspect her ex-husband Martin Mckiernan, his email of July 5, 2008 enclosed, who it appears does work for CSIS,( My letter to Jim Judd - Director of CSIS enclosed) of making up the flyer and posting it at dad's place of employment. My Dad's Supervisor's: Cheryl Paseika told my dad he "needs to take care of this matter" and that "it is serious"( see attached Affidavit) this is contrary to Starwood Hotels( Owner of Westin Hotels) International Corporate Policy - 5 pages enclosed) Note: Martin Mckiernan used to handle the Payroll for Westin Hotel which gave him knowledge of the layout of the Hotel making it possible for him to know precisely where to place the flyer.

Officer Robertson was to get back with us and never did until I received a Phone call from him on December 24, 2007. I kept asking officer Robertson to contact my dad and he kept making excuses that he had no number to reach my father, as my father is the victim of what happened, and called and could not leave a message. I told Officer Robertson we have an answering machine and he could have even contacted my sister if he truly could not get in contact with my dad. I am dissatisfied with the fact that no-one was charged.

Officer Robertson did not follow up once with my dad since September 25, 2007. and that when they closed the case April 23, 2008 - which was the day my dad transitioned - we received no condolences, no communications at all from Officer Robertson and nothing in writing to inform my mother or I that the case was closed. If I had not took it upon myself to contact the Edmonton Police Professional Standards Branch intake line I would never have known this is the current situation.

It is widely known that any victim of a crime should be contacted and informed as to the developments that occur in a case. This did not happen at all. My Dad and My family have been kept in the dark about the entire matter and It appears there has been deliberate collusion to not get down to the bottom of Who left that flyer at my dad's Place of Employment. No one can just come on a private business and leave a flyer defaming, slandering and libeling someone and an employer tells the employee that *they* need to handle it. No employer would not contact the police and would not want an answer as to who came on their property slandering their employees at their place of business. If left unchecked, this creates an unsafe workplace as, now employees can go forward and start writing defaming, slanderous and libelous letters about their co-workers, knowing nothing will happen to them. I am quite sure Chief Boyd, you would not appreciate that if that were to occur at Police Headquarters, and the culprits were your own employees or your contractors.

left messages, emails(they have been bounced back, it appears VSU does not want my emails) with Victim Services Unit, Officer Bill Surmon- IA to get Officer Robertson to contact my dad and Officer Robertson never did. For this reason I am making this a formal complaint as it is quite apparent that police procedures and policies of the Edmonton Police Services, who is Certified by CALEA, have not been followed.

I require this case be re-opened and a full investigation to find out who the true culprits are that left that flyer at the Westin Hotel the week of September 19, 2008. If Officer Robertson does not have enough evidence, he does not have to go any further than Manulife Place and speak with the staff at Richard B. Ellis, Martin Mckiernan did the same thing to my sister there first( see email to Officer Ian Robertson) or talk to Leroy Hillier – My sister's former attorney or Contact Maureen Duggan 780-232-0265, My dad's psychologist, she has seen the flyer and stated that "it's Martin".

So, now that I have given you knowledge Chief Boyd, you now have enough charges to lay against Martin Mckiernan. I trust that CSIS or Jim Judd is not influencing or putting pressure on you for this to go away, which would be contrary to the Canadian Charter of Human Rights, United Nations Charter Articles 55 & 56 and the United Nations Declaration on Human Rights.(see: Back of the Canadian \$50.00 Note)

My dad is now Pure Energy, we do not believe he is dead, we know he is alive just in another form and exists in a world next to this, so my dad will ensure he is vindicated, this will not go away until the suspect(s) who did this to my dad causing his health to deteriorate causing him to eventually die, are caught, charged and punished accordingly.

I most Humbly Thank you Chief Boyd for your Oath, Bond, Accreditation and Duty to Public Service.

By: [Nanya-Shaabu:El]<sup>®TM</sup> U.C.C. 1-308, P.P.S.A. 63.1 Without Prejudice.

[Nanya-Shaabu:El] – United Nations IPO #2718

Chief of the At-sik-hata Nation of Yamassee Moors

GD STN MAIN

Edmonton, AB T5J 2G8

Contact: 780-271-9199

Email: [seaether@yahoo.com](mailto:seaether@yahoo.com)

websites: <http://indigenous9.tripod.com> ; <http://naturalcredit.tripod.com>

November 30, 2007 Email form Officer Ian Roberson – 3 pages

July 5, 2008 Email from Martin Mckiernan.- 1 page

June 29 Letter to CSIS Director Jim Judd – 2 pages

Affidavit of Jensey Henry September 27, 2008 – 2 pages

Copy of Registered Mail Envelope to Jim Jidd – Director of CSIS – 1 page

Witness Statement Forms of Mele Henry, Jensey henry and :Nanya-Shaabu:El – 3 pages.

Letter from Kenneth Henry – left in Vicki Henry's Mailbox – 1 pages

Stasrwood Hotels Code of Business Conduct 5 pages

Edmonton Police Services Organizational Chart – Approved by: Michale J. Boyd, Chief of Police November 26, 2007

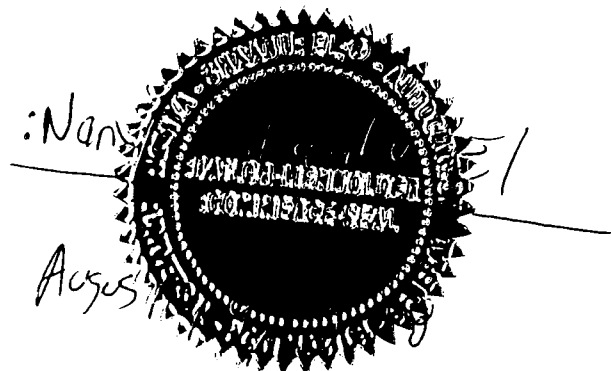
Total Attachments: 19 Pages.

Cc: Commission on Accreditation for Law Enforcement Agencies INC.

Cc: Interpol

Cc: CSIS – Director Jim Judd

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CONSIDERATION & HONOR  
UCC 3-501: HJR-192  
TITLE 31 USC § 5118  
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one two <kemit19@gmail.com>

## Queens Council Bishop & McKenzie recognizes Chief :Nanya-Shaabu:El

3 messages

one two <kemit19@gmail.com>

Fri, Aug 7, 2009 at 10:56 PM

To: l.shuttleworth@bishopmckenzie.com, j.champion@bishopmckenzie.com, jayprober@yahoo.ca, jsermet@bryanco.com, edmonton@bishopmckenzie.com, otp.informationdesk@icc-cpi.int, prime minister's office <pm@pm.gc.ca>, First Lady Michelle Obama <info@messages.whitehouse.gov>, "Ambrose, Rona - M.P." <Ambror@parl.gc.ca>, AmbroR1a@parl.gc.ca, jjkueber <jjkueber@bryanco.com>, communications@ps.gc.ca, indigenous@ohchr.org, indigenouswp@yahoo.com, helen.lovell@westin.com, chall@amnesty.org  
Bcc: "King-Etznab-Shaquan :El-Rey@" <kingetznabshaquanelrey@gmail.com>, Curtis McNeill-Bey <menkheprure@hotmail.com>, Raaj Moor <raajmoor@yahoo.com>, RA & BNU BLACKWIND <ra\_bnu999@yahoo.com>, ImAGoddess Goddess <goddessstrg@hotmail.com>, diani el-bey <wearegods9@gmail.com>, diani bey <eyesopened19@gmail.com>, Isis Hotep <isishotep213@gmail.com>, Mika'il Ahmed El-karif Bey <the13lamurians@gmail.com>, Mikail Ahmed El-Karif Bey <har\_septu@yahoo.com>, KEVIN MATHIS <meph23@gmail.com>, Quintus <maestroq@gmail.com>, Moe-EL Moeman <debtfreemoe@yahoo.com>, butch bonner-bey <bbonnerbey@yahoo.com>, sheik hassan kadar hakem bey <kadar.bey@gmail.com>, Sheikess HASINA HAKEM BEY <hasinahakembey@gmail.com>, wanique@wrfg.org, waniqueshabazz@hotmail.com, watersel9@yahoo.com, 888lovepeace@gmail.com, allpraisesduetothecreator@yahoo.com, briscostephon@yahoo.com, "Lillie W. Akali-EL" <gyairana@yahoo.com>, wbutlerel@yahoo.com, washitawinfo@yahoo.com, warmael@hotmail.com, egwarman@outgun.com, naaj19@hotmail.com, themeticulousgroup@yahoo.ca, mutemuia\_khuti\_hotep@yahoo.com, michael melchizedek moor <michael@hat-r-u.com>, Humm ital <its\_2b\_me@hotmail.com>, "queen721. excite" <queen721@excite.com>, naturalhealthdr@yahoo.com, kirkbratcherel@yahoo.com, jags06@telus.net, kebyteck@hotmail.com, grannums@gmail.com, toobootylucious4u@yahoo.ca, TBSJ1@aol.com, sen kek <senkekaum@yahoo.com>, rightspath@gmail.com, sasakam@telus.net, securedparty10456@yahoo.com

Article 15 of the Rome Statute of the International Criminal Court  
Uniform Commercial Code UCC 3-501

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UCC 3-501; HJR-192  
TITLE 31 USC § 5118  
EXEMPT FROM LEVY

Queens Council in Edmonton, Alberta recognizes Chief :Nanya-Shaabu:El

Since February 6, 2008. Bishop & McKenzie Lawyer- Queens Council in Edmonton, AB have NOT responded in writing or otherwise NOR have they refuted what I have posted online. Their silence in commerce = tacit consent and admission to the Facts Presented under the Hague Statue on Private International Law and the Uniform Commercial Code UCC 2-201(2). I have previous notes which address Bishop & McKenzie which they have NOT responded to in writing or otherwise, under penalty of perjury in the Presence of a Notary Public or Public Official Authorized to administer Oaths. Therefore Bishop & McKenzie is in COMMERCIAL DISHONOR UCC 3-305; UCC 3-306.

Below are the video linx to this Prima Facie Evidence UCC 1-202 and WILL be POSTED ON FACEBOOK, twitter et.al for International KNOWLEDGE. Title 42 Usc sec 1986.

Jeffrey B. Champion Q.C. of Bishop & McKenzie: RELEASE THE ORDER OF THE COURT TO ME NOW! AND GIVE ME A CERTIFIED COPY OF YOUR BAR CARD/ MIDDLE TEMPLE CARD/INN'S OF COURT JUSTICE CARD AND THE ASSOCIATED VOUCHERS. YOUR BAR CARD IS HEREBY BONDED IN THIS MATTER ! THIS EMAIL WILL BE PUBLISHED ON FACEBOOK and EMAILED for INTERNATIONAL COMMERCIAL NOTICE IN ACCORD WITH THE HAGUE STATUTE ON PRIVATE INTERNATIONAL LAW. SHOW ME A LAW OF CANADA THAT SUPERCEDES THE HAGUE STATUTE ON PRIVATE INTERNATIONAL LAW AND THE ROME STATUTE OF THE INTERNATIONAL CRIMINAL COURT. If there are any question or concerns, feel free to put in writing with your BAR CARD as a SURETY for your Response under penalty of perjury in the Presence of a Notary Public or Public Official Authorized to administer Oaths.

By: :Nanya-Shaabu:El - Creditor-in-Fact: <http://indigenous9.tripod.com>  
780-271-9199

[www.twitter.com/kham19](http://www.twitter.com/kham19)

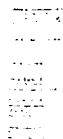
[www.facebook.com/Nanya.Shaabu.El](http://www.facebook.com/Nanya.Shaabu.El)

<http://video.google.ca/videoplay?docid=4477817455859788781> - Part 1 Response to Bishop & McKenzie letter with documents shown as proof of the Conspiracy, Harrassment and collusion against Jensey Henry by Martin Mckiernan & CSIS in Edmonton, Alberta Canada(sic)  
Vidoe Presentment Posted to Bishop & McKenzie - February 21, 2008.

<http://mail.google.com/mail/?ui=2&ik=f7e54871ed&view=pt8>

see: <http://video.google.ca/videoplay?docid=-1658632045211271149> - Part 2 Response to Bishop & McKenzie letter with documents shown as proof of the Conspiracy, Harrassment and collusion against Jensey Henry by Martin Mckiernan & CSIS in Edmonton, Alberta, Canada(sic)

2 attachments



bishopmckenziefeb62008.png  
2K

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bishopmckenziefeb620062.png  
25K

Mail Delivery Subsystem <mailer-daemon@googlemail.com>  
To: kemit19@gmail.com

Fri, Aug 7, 2009 at 10:56 PM

This is an automatically generated Delivery Status Notification

Delivery to the following recipient failed permanently:

jsermet@bryanco.com

Technical details of permanent failure:

Google tried to deliver your message, but it was rejected by the recipient domain. We recommend contacting the other email provider for further information about the cause of this error. The error that the other server returned was: 550 550 5.1.1 <jsermet@bryanco.com> is not a valid mailbox (state 14).

--- Original message ---

MIME-Version: 1.0

Received: by 10.224.45.72 with SMTP id d8mr1723573qaf.205.1249710985848; Fri, 07 Aug 2009 22:56:25 -0700 (PDT)

Date: Fri, 7 Aug 2009 22:56:25 -0700

Message-ID: <87257d70908072256t7624276by2adb35cf5dcf10e9@mail.gmail.com>

Subject: Queens Council Bishop & McKenzie recognizes Chief :Nanya-Shaabu:El

From: one two <kemit19@gmail.com>

To: l.shuttleworth@bishopmckenzie.com, j.champion@bishopmckenzie.com, jayprober@yahoo.ca, jsermet@bryanco.com, edmonton@bishopmckenzie.com, otp.informationdesk@icc-cpi.int, "prime minister's office" <pm@pm.gc.ca>, First Lady Michelle Obama <info@messages.whitehouse.gov>, "Ambrose, Rona - M.P." <Ambror@parl.gc.ca>, AmbroR1a@parl.gc.ca,

jjkueber <jjkueber@bryanco.com>, communications@ps.gc.ca, indigenous@ohchr.org, indigenouswp@yahoo.com, helen.lovell@westin.com, chall@amnesty.org  
Content-Type: multipart/mixed; boundary=0015175cba1e622c3c04709b0391



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Article 15 of the Rome Statute of the International Criminal Court  
Uniform Commercial Code UCC 3-501

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----- Message truncated -----

OTP InformationDesk <OTP.InformationDesk@icc-cpi.int>

To: one two <kemit19@gmail.com>

Fri, Aug 7, 2009 at 10:56 PM

Dear Madam, Sir,

This is an automatically generated response to confirm the receipt of your e-mail. For more details about the Office of the Prosecutor please visit the following link: <http://www2.icc-cpi.int/Menus/ICC/Structure+of+the+Court/Office+of+the+Prosecutor/>

Best regards.

Information and Evidence Unit

Office of the Prosecutor

International Criminal Court

Madame, Monsieur,

Ceci est un message automatique pour accuser réception de votre message électronique. Si vous souhaitez des précisions sur le Bureau du Procureur, merci de visiter le lien suivant <http://www.icc-cpi.int/menus/icc/structure%20of%20the%20court/office%20of%20the%20prosecutor/office%20of%20the%20prosecutor?lan=fr-FR>

Meilleures salutations.

Unité des informations et des éléments de preuve  
Bureau du Procureur

Cour Pénale Internationale

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## STATUTORY DECLARATION

CANADA )

PROVINCE OF ALBERTA )

TO WIT )

) **IN THE MATTER OF A WITNESS STATEMENT**

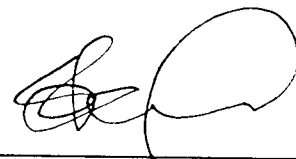
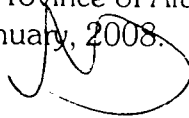
ACCEPTED FOR VALUE &  
CONSIDERATION & HONOR  
UCC 3-501; HJR-192  
TITLE 31 USC § 5118  
EXEMPT FROM LEVY

I, Steven Lewicki, of the City of Edmonton, in the Province of Alberta, Process Server,  
MAKE OATH AND SAY:

1. That on Wednesday the 23rd day of A.D. January, 2008, I did serve **Ian Robertson** with a true copy of a **Witness Statement**, a true copy of which is hereunto annexed and marked to this my Declaration as Exhibit "A", by delivering the copy to and leaving the same with **Ian Robertson** at 104 Youville Drive East, Edmonton, Alberta

And I make this Solemn Declaration conscientiously believing it to be true and knowing it is of the same force and effect as if made under oath and by virtue of "THE CANADA EVIDENCE ACT".

**DECLARED BEFORE ME**, at the City of  
Edmonton, in the Province of Alberta,  
this 29th day of January, 2008.



A Commissioner for Oaths In and For  
the Province of Alberta

Steven Lewicki  
Process Server



# WITNESS STATEMENT FORM

The accused may have a legal right to a copy of this report

Occurrence No.

ACCEPTED FOR VALUE & CONSIDERATION & HONOR  
C 3-501; HJR-192  
TITLE 31 USC § 5118  
EXEMPT FROM LEVY

07-134537

Type of Occurrence *Harassment* Location *Pradera dining room, Westin Hotel* Date *25<sup>th</sup> Sept*

☒ Witness ☒ Complainant Surname *HENRY* Given Names *MERLE BERRINILE* Date of Birth *24 4 50* Sex *F*

On 25<sup>th</sup> Sept 07, my husband Jersey Henry arrive home approximately 6pm. He was very upset and showed me a red flyer containing libelious statements supposedly written by our children Kenneth & Denise. He said that Cheryl, the human resource person told him the flyers were put up almost a week prior and each time they were taken down, the flyers were put up in Pradera Lounge. He was informed after almost 1 week that the flyers were being put there on a regular basis. He said that it was almost 3pm on the 25<sup>th</sup> Sept 07 he was asked by his supervisor to accompany him to Human Resources, supervisor Derrick present Cheryl told him to take care of the matter and he was given 2 red flyer. On 27<sup>th</sup> Sept Jersey, my son Nanya and daughter Vicki went to the Police station Downtown to report the incident. The officer there took a copy of the red flyer and told us someone will speak to us regarding the Incident. The officer met us at Vicki's residence he spoke to us and took every ones phone number. He said that he will check the Hotel video tapes that evening and get back to us.

The personal information on this form will be collected, used, and disclosed for the purposes outlined in Sections 33 to 43 of the Freedom of Information and Protection of Privacy (FOIPP) Act and other legal requirements where they are consistent with the FOIPP Act. If you have any questions regarding the collection of information, contact the Edmonton Police Service, Freedom of Information and Protection of Privacy Unit, 9620 - 103 A Avenue, Edmonton, Alberta, T5H 0H7.

If your address changes during any part of this case, please contact 421-2217.

EDMONTON POLICE SERVICE  
VICTIM SERVICES UNIT

Complainant / Witness

I consent to the release of this statement to the insurance company of the victim of this incident. This is Exhibit ☒ A referred to in this affidavit of ☐ No

Signature *Merle Henry* *without prejudice* Date *9 Jan 08* Time *8:00 PM*  
Taken by: *PPSA 63.1* Sworn before me this *29* day of *Jan* at *San Juan* Time *8:00* A.D. 20 *08*  
Reg. Name Signature



# WITNESS STATEMENT FORM

Occurrence No.

07-139337

The accused may have a legal right to a copy of this report

Type of Occurrence

Libel / Harassment

Location

10135 - 100 st (Westin Hotel in Edmonton)

Date

19th September

☐ Witness

☒ Complainant

Surname

[EL OM]

Given Names

[Nanya - Shaabu]

Date of Birth

Feb 20, 1971

Sex

M

On September 25, 2007 I received a call from My Mother at my Uncle's House (Kenyouth Henry) about a flyer that was apparently handed out for over a week at my dad's job. My Dad was not aware of what was going on and was not told until the 25th of Sept. The statements made in the flyer (which was handed out and posted in the Westin Hotel) are libelous to My father, Mother, My youngest sister (who has been continually harassed by Martin McKiernan for the last 7 years - despite divorcing him) and Myself. My mother cried; I spoke with my dad and he explained what happened and how his Supervisor Derrick Terofento, had to walk him to the HR Manager Cheryl Paseika who told my dad "He needs to take care of this and that it's Serious". On Sept. 27 My Dad, Mother and My sister (Vicki Tailleux) along with me went to see a doctor, lawyer and the Police. We could not fill out a statement then as we were told that an Officer would have to come out. When Officer Ian Robertson (Badge #02491) came out, he took notes on what happened, Took a Copy of the Flyer and a Boo from My sister showing the Harassment that Martin McKiernan has done to her, with no end to the problem. The Officer took phone numbers to get back to us but never did - See email Nov 15, 2007

The personal information on this form will be collected, used, and disclosed for the purposes outlined in Sections 33 to 43 of the Freedom of Information and Protection of Privacy (FOIPP) Act and other legal requirements where they are consistent with the FOIPP Act. If you have any questions regarding the collection of information, contact the Edmonton Police Service, Freedom of Information and Protection of Privacy Unit, 9620 - 103 A Avenue, Edmonton, Alberta, T5H 0H7.

If your address changes during any part of this case, please contact 421-2217.

EDMONTON POLICE SERVICE  
VICTIM SERVICES UNIT

Complainant / Witness

I consent to the release of this statement to the insurance company of the victim of this incident.

☒ Yes

☐ No

Signature

By: [Nanya - Shaabu: EIT] UNIP # 2718

Date

January 10 2008

Time

10:12 AM

Page 3 of 3

Taken by:

Reg.

Name

Signature

Date

Time



## WITNESS STATEMENT FORM

Occurrence No.

07-139 337

The accused may have a legal right to a copy of this report

Type of Occurrence <b>HARRASSMENT AT WORK</b>	Location <b>10135-100ST WESTIN HOTEL</b>	Date <b>SEPT 25/07</b>
<input type="checkbox"/> Witness <input checked="" type="checkbox"/> Complainant	Surname <b>HENRY</b> Given Names <b>JENSBY SELWYN</b>	Date of Birth <b>12-7-44</b> Sex <b>M</b>

Tuesday Sept 25 on or about 2.55pm. Derrick the Bldg Supervisor asked me to come with him, I followed him and we ended up into the H.R office (Westin Hotel) where I was told by Cheryl Way that my son 'KEN' was putting up and handing out leaflets in the building libelous and slanderous to me. She told me that most of my fellow employees knew about it and I responded that I did not know, but it does not worry me to which Cheryl replied that she thinks "I should be concerned". My son is diagnosed as a border line schizophrenic by one doctor and as a paranoid schizophrenia by a different doctor, but I feel strongly that he did not put those papers on Westin Hotel's property. My son does not have a history of coming to my job, my ex-son-in-law Martin McKiernan does have a history of coming to my job (ex one time asking for the key to my daughter's car) on many occasions, after which I refused to see him. Cheryl said that they "did not see him (Ken) doing it but they suspect it was him doing it" (I told Cheryl that Martin has made things miserable for my family he had a restraining order against him).

The personal information on this form will be collected, used, and disclosed for the purposes outlined in Sections 33 to 43 of the Freedom of Information and Protection of Privacy (FOIPP) Act and other legal requirements where they are consistent with the FOIPP Act. If you have any questions regarding the collection of information, contact the Edmonton Police Service, Freedom of Information and Protection of Privacy Unit, 9620 - 103 A Avenue, Edmonton, Alberta, T5H 0H7.

If your address changes during any part of this case, please contact  
421-2217.

EDMONTON POLICE SERVICE  
VICTIM SERVICES UNIT

Complainant / Witness

I consent to the release of this statement to the insurance company of the victim of this incident. ☒ Yes ☐ No

Signature <i>Henry</i>	Date <b>JAN 8.08</b>	Time <b>9.05pm</b>	Page <b>1</b>	of <b>1</b>
Taken by:	Signature	Date	Time	
Reg.	Name	Signature		

## STATUTORY DECLARATION

CANADA )

) **IN THE MATTER OF A LETTER DATED  
JANUARY 21, 2008**

PROVINCE OF ALBERTA )

TO WIT )

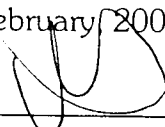
ACCEPTED FOR VALUE &  
CONSIDERATION & HONOR  
UCC 3-501; HJR-192  
TITLE 31 USC § 5118  
EXEMPT FROM LEVY

I, Reg Reddy, of the City of Edmonton, in the Province of Alberta, Process Server,  
MAKE OATH AND SAY:

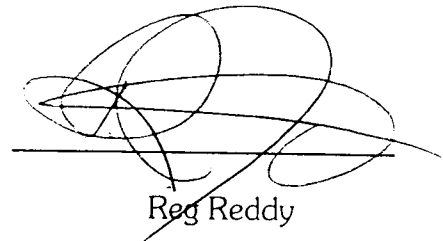
1. That on Friday the 22nd day of February A.D., 2008, I did serve **Helen Lovell, Staffing Manager** with a true copy of a **LETTER DATED JANUARY 21, 2008**, a true copy of which is hereunto annexed and marked to this my Declaration as Exhibit "A", by delivering the copy to and leaving the same with **Helen Lovell** at the Westin Hotel, 10135-100 Street, Edmonton, Alberta.

And I make this Solemn Declaration conscientiously believing it to be true and knowing it is of the same force and effect as if made under oath and by virtue of "THE CANADA EVIDENCE ACT".

**DECLARED BEFORE ME**, at the City of  
Edmonton, in the Province of Alberta,  
this 28th day of February 2008.



A Commissioner for Oaths In and For  
the Province of Alberta



Reg Reddy

U.C.C. 1-202(2)  
Prima facie Evidence  
Enclosed

January 21, 2008

Jensy Henry  
Site 5, Box 35  
RR#1  
Carvel, AB.  
TOE OHO

ACCEPTED FOR VALUE &  
CONSIDERATION & HONOR  
UCC 3-301; HJR-193  
TITLE 31 USC § 5118  
EXEMPT FROM LEVY

By: [Nancy - Shadow: EI] © TM  
U.C.C. 1-308 All rights reserved  
PP-SA 03.1  
LTENIB/PER, CREDITOR-TO  
Secured Party

Jensy;

As per our benefit plan, the maximum period for illness/injury is 15 weeks from the date of disability. As there has been no medical evidence to substantiate a claim for disability from November 5, 2007 as per the letter from Manulife Insurance dated January 14, 2008, and leave has been extended without evidence to the maximum time as per our plan to January 18, 2008, we were expecting you to return to work today.

As you have not been in contact with us since October 12, 2007 to discuss your integration back to the work place we now assume that you have chosen to resign your position. If this is not the case please contact us by February 4, 2008. Should we not hear from you by this date we will issue your ROE and vacation pay accordingly.

If there are any questions please contact either Cheryl Pasioka or myself at 493-8945 or 493-8948.

Sincerely,



Helen Lovell  
Staffing Manager

Notice To Principal  
is Notice to Agent  
sworn before me this 28 day  
Feb 20 08

Notice to Agent is Notice To Principal  
A Commissioner for Oaths in and for  
the Province of Alberta

This Item Returned  
Closure of the Account

discharge, Settlement and  
ent is Pre-paid and  
from LEVY.

1913 Statute of Westminster  
Title 42 U.S.C. Sec 1986

United Nations Declaration on Human Rights  
Title 18 U.S.C. Sec 241,242,243

**FIRST CLASS CERTIFIED MAIL**

Hewitt & Associates  
Suite 2010  
1111 West Georgia Street  
Vancouver, BC V6E 4M3  
Tel: 604-683-7311  
www.hewitt.com

Fax: 604-683-0249

ACCEPTED FOR POSTAGE &  
CONSIDERATION & HONOR  
UCC 3-501; HJR-192  
TITLE 31 USC § 5116  
EXEMPT FROM LEVY

*9 pages with this Fax*

Dear, Steve Franks

Herein is the Fax of communications , prima facie evidence(U.C.C. 1-202, Canada Bills of Exchange Act B-4, Sec. 38) that my father was on sick leave and could have been contacted by the Westin Hotel Edmonton, but was not, and his Doctor stated he should not return to work due to medical reasons. In addition there is the affidavit where Jensen Henry asked why he was paid for 8 days of Holiday time when he only filled out for one day.

You have my consent to release, send or transmit electronic or otherwise a copy of this fax to the below listed parties.

I thank you again Steve, for your professionalism and your courtesy.

By: :Nanya-Shaabu:El with Power of Attorney-in-Fact.

:Nanya-Shaabu:El UNITED NATIONS IPO#2718

GD STN MAIN

EDMONTON, AB T5J 2G8

Email: seaether@yahoo.com

<http://showingfacts.tripod.com>

Cc: Service Canada, Employment and Immigration Canada  
Cc: Helen Lovell – Human Resourced Manager Westin Hotel , Edmonton Alberta  
Cc: Hewitt Associated- Karen Kennedy  
Cc: Alberta Solicitor-General  
Cc: ILO – International Labor Organization  
Cc: Barry Sternlicht – Starwood Hotels  
Cc: Geoffrey A. Balloti President Westin Hotels , North America Division  
Cc: Interpol  
Cc: CSIS – Canadian Security Intelligence Service  
Cc: United Nations Office of the High Commissioner on Human Rights





Title 4 U.S.C. § 1-4 ; Article 55 and 56 United Nations Charter  
Congressional Record Page A3220 of May 11, 1955

ACCEPTED FOR VALUE &  
CONSIDERATION & HONOR  
UCC 3-501; HJR-192  
TITLE 31 USC § 5118  
EXEMPT FROM LEVY

Title 42 U.S.C. § 1986

Title 18 U.S.C. § 2, § 4

# FAX COVER SHEET

## FIRST CLASS CERTIFIED MAIL

**TO:** Barry Sternlicht Chairman and CEO, Starwood Capital, [sternlicht@starwood.com](mailto:sternlicht@starwood.com)  
**From:** [Nanya-Shaabu:El:®] ©<sup>TM</sup> United Nations IPO# 2718. Postmaster/Secured Party.  
*U.C.C. 1-306 All Rights Reserved.*

**RE:** Email sent to Edmonton Police Services Officer Ian Robertson Reg#02491 on  
November 15, 2007.

Please cc a copy of this fax to the Following Parties:

Cc: Jeffrey G. DISHNER Senior Managing Director & Chief Operating Officer  
[dishner@starwood.com](mailto:dishner@starwood.com).

Cc : Geoffrey A. Balloti President Westin Hotel North America Division, Sue A. Brush Senior  
Vice President, Westin Hotels & Resorts.

Cc: Bruce W. Duncan Chairman, Starwood Hotels & Resorts Worldwide, Inc.

Cc: Michael Odysseous President, International Administration Centre of the International  
Police Association.

Cc: President Sam A. Cabral, International Police Association [iupa@iupa.org](mailto:iupa@iupa.org).

Cc: Canadian Police Association President Tony Cannavino [cpa-acp@cpa-acp.ca](mailto:cpa-acp@cpa-acp.ca) .

Cc: Canadian Police Association Vice-president Tom Stamatakis.

Cc: Tony Simioni, Director of Edmonton Police Services.

Cc: Pierre Collin Communications officer, [pcollin@cpa-acp.ca](mailto:pcollin@cpa-acp.ca) .

CC: Helen Lovell Assistant Human Resources Manager Westin Hotel in Edmonton, Alberta.

Cc: Cheryl Paseika Human Resources Manager Westin Hotel in Edmonton, Alberta.

Cc: Derek Terefenko Building Superintendant, Westin Hotel in Edmonton, Alberta.

**FAX NUMBER:** 519-663-4931

**DATE:** November 30, 2007

**Time Sent :** 1:58 PM

**TOTAL NUMBER OF PAGES IN THIS FAX :** 9 PAGES Including Cover Page.  
Starwood International Corporate Finance Policy(5 pages) Enclosed in this Fax.

ACCEPTED FOR VALUE &  
CONSIDERATION & HONOR  
UCC 3-501; HJR-192  
TITLE 31 USC § 5110  
EXEMPT FROM LEVY

From: [Nanya: E] <sup>107th</sup> United Nations ID# 2718, Postmaster  
C/O: GO STN MAIN  
EDMONTON, AB  
T5T 2G8  
RR 703 113 822 US

To: Derrick Terefenko, Engineering Department  
Westin Hotel  
10135 -100th Street  
Edmonton, Alberta  
T5T 0N7

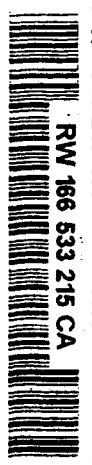
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Registered Recommandé



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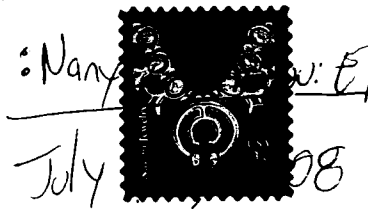


FIRST CLASS CERTIFIED MAIL

July 17, 2008

TO: Cheryl Paseika , The Westin Edmonton  
Re: Jensey Henry Employee Documentation Request of July 16, 2008

Fax # 780-428-1454



Dear Cheryl, I send you the following Power of Attorney-in-Fact Authenticated by the Province of Alberta.

Further, I have received a copy of the Salary History Card from Hewitt Associates in Vancouver, B.C. with the Reason for Termination: LOA, unable to contact re return to work so assume resignation. I accept the Westin Hotel Edmonton's Salary History Card for Value and Consideration( U.C.C. 3-401 & B-4 Sec. 38 of the Canada Bills of Exchange Act) and return it to the Westin Hotel for full discharge, closure , and settlement of the Accounting.

I bring to your attention, as you may not know, that my father received no written letters from the Westin Hotel informing he had to return to work.

Further, My dad was out sick( the Doctor's notes from Dr. Dhunno and Dr. Ghalim Ahmed which I hand delivered to the Westin Hotel and were signed by Helen Lovell is prima facie evidence of Westin Hotel's Knowledge of my dad's Health condition. The Doctor's notes specifically stated that Jensey Henry was not to return to work as his health condition was not good. If the problem truly was really getting in touch with my dad, the Westin Hotel could have contacted his doctor, since the Westin Hotel did not contact any of the Doctors\*, by phone, mail or otherwise, then the Reason for Jensey Henry's termination is fraudulent, null and void *ab initio*.

I remind you, I have a copy of the E.I. form you sent to my father, which section 'K' was not filled out explaining the purpose for the E.I. which is required by Service Canada.

I received a call from Steven Franks of Hewitt Associates today who has been informed that the salary card used to trigger my father's Pension is incorrect, REASON FOR TERMINATION is inaccurate and false.

Therefore I gave him notice and I give Westin Hotel Notice I counter-claim and rebut the Salary History Card from the Westin Hotel as its fraudulence affects the precise amount to be calculated for my fathers' pension. I have given Hewitt Associates knowledge and they are aware it is against the law to retire someone when they are on sick time. I bring to your knowledge for you to remember that my dad only put in for 1 day of holiday time last year and has a signed affidavit with myself as witness which was sent by Registered mail to Derek Terefenko – Hotel Superintendent: RW 166 533 215 CA, to which Derek Terefenko nor the Westin Hotel gave a response nor a written response to my father's affidavit.

I am entitled by law to all files Westin Hotel Edmonton has as it pertains to my father. Hewitt Associates has been informed of your refusal to allow me access to my father's records from the Westin Hotel. You gave no law, statute, code or authority denying me the right to view all documents Westin Hotel has pertaining to my father.

\* What is interesting is I have a voice mail of Helen Lovell on Nov. 5, 2007 stating the Doctor's Office called and said that my father "could do a trial return to work on November 5<sup>th</sup> 2007". I will inquire with my father's physician if his office in fact did call Helen Lovell's Office on or around the end of October informing my father he could do a trial return to work. I do have a copy of my dad's Doctor Appointment Dated Nov. 5 2007; so how could Dr. Ahmed's Office call Helen Lovell before my father's appointment on Nov.5 2007 and said that my dad could do a trial return to work must be fully disclosed.

I also remind you that my father did talk to Manulife Financial, filed a notice stating he would appeal back of February 1, 2008 and was told that he must contact the Westin Hotel for a copy of his insurance policy which he did and was sent to him in the mail.

With the above facts presented to you, I would suggest you seriously reconsider the position you are standing on. If you feel I am incorrect in anyway and feel I am making unfounded claims, you merely have to contact me and I will send you copies of what I have disclosed above.

No one to this date has been charged for leaving that libelous and slanderous flyer on Westin Hotel's premises, this despite your corporate policy of protecting your employees which you freely advertise on the internet. The Guilty party is Martin McKiernan, I know he left the flyer on your Property and so does my father's psychologist Maureen Duggan and all attempts to protect Martin McKiernan are nothing short of obstruction, conspiracy, collusion and genocide and are in vain; his connection with CSIS and the fact he handled the Payroll accounts at the Westin Hotel is a matter which will reveal itself in time. If Martin McKiernan, who has a history of doing the exact same thing to my sister at Manulife Place in Edmonton, Alberta prior to going onto Westin Hotels Property, is not held responsible for what occurred on September 19, 2007 at the Westin Hotel in Edmonton, then the Westin Hotel is just as Guilty as Martin McKiernan for not protecting my father, contrary to the Canadian Charter of Rights and the United Nations Declaration of Human Rights.

Should you reconsider your position and agree to give me full disclosure as I am entitled to you, may send the documentation to the below mailing address.

I will achieve satisfaction in this commercial matter and I accept all commercial dishonors for Value and Consideration.

I Most Humbly thank you for your time and your consideration.

ACCEPTED FOR  
CONSIDERATION & HONOR  
UCC 3-501; HJR-192  
TITLE 31 USC § 5116  
EXEMPT FROM LEVY

Best Regards,

*U.C.C. 1-308 All Rights Reserved*

*By: Nanya-Shaabu-El With Power-of Attorney-in-Fact*

[Nanya-Shaabu:El] – UNITED NATIONS IPO# 2718

GD STN MAIN

EDMONTON, AB T5J 2GB

780-271-9199

Email: [seather@yahoo.com](mailto:seather@yahoo.com)

<http://showingfacts.tripod.com>

Cc: Service Canada

Cc: Helen Lovell – Human Resourced Manager Westin Hotel , Edmonton Alberta

Cc: Hewitt Associated- Karen Kennedy

Cc: Alberta Solicitor-General

Cc: ILO – International Labor Organization

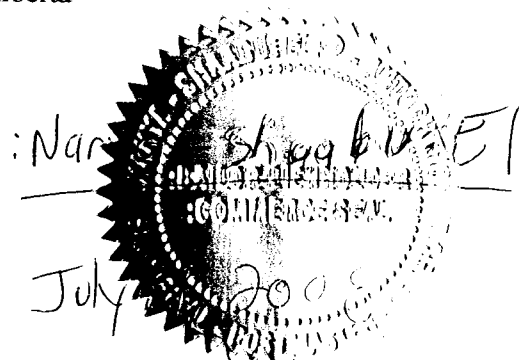
Cc: Barry Sternlicht – Starwood Hotels

Cc: Geoffrey A. Balloti President Westin Hotels , North America Division

Cc: Interpol

Cc: CSIS – Canadian Security Intelligence Service

Cc: United Nations Office of the High Commissioner on Human Rights





1913 Statue of Westminster

ACCEPTED FOR VALUE &  
CONSIDERATION & HONOR  
UCC 3-301; HJR-192  
TITLE 31 USC § 5110  
EXEMPT FROM LEVY

Westin Hotel  
Derrick Terefenko Engineering Department  
10135 100th Street  
Edmonton, Alberta T5J 0N7

# October 12, 2007 Statement of facts of Conversation at the Westin Hotel

Dear Derrick,

I would like to know Why I have been given 8 days of vacation time on my paycheck, when I filled out (Tuesday September 19, 2007) for 1 day of vacation to get my garage at my home inspected on Wednesday September 20, 2007.

I am aware you have received faxes from Dr. Krish Dhunoo on September 28, 2007 and from Dr. Ghalib Ahmed on October 9, 2007 citing medical reasons. I also had delivered to the Hotel by messenger on October 1, 2007, the original doctor's note of September 28, 2007, as directed by my doctor to make sure you received an original, as that is what is required by the Insurance company and by Law.

On this day October 12, 2007, My Eldest son, handed a doctor's letter to Cheryl in the presence of Helen in the Human Resources room at the Hotel at approximately 10:45AM. I was given Insurance forms to fill out and return as soon as possible. Helen also asked me the nature of my medical problem as she alleged she needed to know what the reason was and that they (her and Cheryl) needed to know for Insurance purposes. Cheryl also stated that the Edmonton Police Services Officer came by and spoke with: her (gave her his business card), security, reviewed the videotapes and received a statement from an employee who physically received the flyer from the suspect (Cheryl noted she would not be in the Office as she would be in Seattle).

I would appreciate an answer to these questions, regarding this current paycheck for the week-ending 2007/10/06 - 2007/10/11 (082HENRY) 4133, so I may not be confused as to how I am getting vacation pay, when I did not put in for more than one day of vacation time.

Sincerely,

*Jensy Henry*  
Jensy Henry, Claimant  
P.P.S.A. 63.1 All Rights Reserved

U.C.C. 1-308 All Rights Reserved  
By: *[Signature]* <sup>ETM</sup>  
Witness of Claimant's Statement

## Jurat

City of Edmonton, Province of Alberta - 1913 Statue of Westminster

Affirmed before me )

At *Edmonton* )

In the Province of Alberta )

This *15th* day of *October* )

*2007* )

*[Signature]*



P.P.S.A 63.1 All Rights Reserved

By: *Jensy Henry*  
Claimant

FRANCIS J. DE SAMPAIO  
A NOTARY PUBLIC IN AND FOR  
THE PROVINCE OF ALBERTA  
MY APPOINTMENT EXPIRES  
ON DECEMBER 31st, 2008

A Notary Public in and for the Province of Alberta

My Commission Expires

EDMONTON

RQ0033

PROCEDURE RECORD PRINT

CLERK OF THE COURT - COUNTER

NOTATION NO: Q1003 01152 HENRY, MERLE BERRINICE PLT; GD STN MAIN EDMOTNO VS STARWOOD HOTELS  
EL, NANYA-SHAABU; ADMINI PLT; GD STN MAIN EDMOTNO WESTIN EDMONTON  
HENRY, JENSEY SELWYN; ES PLT; GD STN MAIN EDMOTNO LOVELL, HELEN; HUMAN RES  
PASIEKA, CHERYL

ACTIVITY DESCRIPTION	LITIGANTS HEARING DATE & TYPE	AMOUNT RESULT	EXPLANATION APPLICATION	JUSTICE/MASTER	DATE FILED	LAW FRM
STATEMENT CLAIM - DAMAGES	STARWOOD HOTELS	\$8,000.000			22JAN2010	PLT
STATEMENT CLAIM - DAMAGES	CONTOLOVELL, HELEN; HUMAN RES PASIEKA, CHERYL	\$2,000.000			22JAN2010	PLT
FIDAVIT OF SERVICE	STARWOOD HOTELS WESTIN EDMONTON LOVELL, HELEN; HUMAN RES PASIEKA, CHERYL				29JAN2010	PLT
AEC TO NOTE IN DEFAULT	STARWOOD HOTELS WESTIN EDMONTON LOVELL, HELEN; HUMAN RES PASIEKA, CHERYL				01MAR2010	PLT

CONFIRM SPECIAL BOOKING

RESPONSE	DATE	FILED	LAW FRM
RESPONSE	09AUG2010	*TC	
RESPONSE	30AUG2010	BM	
RESPONSE	30AUG2010	DEF	
RESPONSE	30AUG2010	*TC	
RESPONSE	30AUG2010	BM	
RESPONSE	01SEP2010	BM	
RESPONSE	06/10/10 (J.S.)		
RESPONSE	DEF, FORTHWITH		

\* END OF ACTIVITIES \*\*\*